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A COLLECTION OF PRECEDENTS BY Bill and Anſwer, Plea and Demurrer,

In Cauſes of the greateſt Moment (wherein Equity hath been allowed) which have been Commenced in the

High Court of Chancery,

For more than 30. Years laſt paſt.

With Appeals (in ſeveral Caſes of great Difficulty) to the Houſe of Peers in Parliament, and the Proceedings thereupon.

Alſo, a Compleat Collection of all the Writs and Proceſs concerning the ſame.

Together with a Præliminary Diſcourſe, by way of Rules, Succinctly and Methodically drawn up, containing the Practice of the ſaid Court, in every particular Branch of the Equitable Part thereof.

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TO THE READER.

THIS Collection consists of two Parts; the Main Design whereof, is to acquaint the Clerks of the Courts of Common Law (especially those who live far remote from London, *and cannot have that conveniency of Conversation with the Clerks, and experienced Sollicitors of the Court) with the most genuine, proper and authentick Methods, now used, in Commencing and Prosecuting, or Defending a Cause in Equity (whether the Country Practiser be for Plaintiff or Defendant) How to draw a*

Bill, Anſwer, Plea or Demurrer, at his Chamber; after that, how to carry on the Cauſe through the ſeveral Offices; and laſtly how to manage the ſame at the Bar.

In order to the firſt, viz. *Drawing of Bills; He will find here in this Part, a Collection full of Variety and Curioſity, of Bills of Account and Diſcovery; Of Certiorari to remove Bills and other Proceedings in Equity out of Inferior Courts; Bills for Relief againſt Counter-ſecurity; Decrees of the Court; Bills to Foreccloſe Equity of Redemption; Bills for Fees and Diſburſements; Againſt Frauds and Colluſions; To Diſcover Eſtates kept from Heirs by Fraud; To Diſcover Titles; To Diſcover Deeds, and Deliver Poſſeſſion; To Indemniſie Tenants in paying their Rents; To Subject Lands to ſatisſie Judgments; For recovery of Legacies; For Marriage Settlements;*

ments; To Redeem Mortgages; For Reverſal of Decrees and other Proceedings in Ireland, *and limited Juriſdictions in* England; *Of Revivor: The famous Bill for Relief againſt a Statute or Recognizance, brought by a Lord Chancellor, while actually in that Office, and Directed to the Kings Moſt Excellent Majeſty; Alſo Bills brought in the Court of Exchequer for Tythes.*

And as to the Careful Sollicitation of the Cauſe in the ſeveral Offices, and before the Maſters in Chancery, as alſo the prudent management thereof by Councel at the Bar of this Court, the Inſtructions laid down in the beginning of this firſt Part (by way of Rules concerning the Practice of the Court) are ſo Copious, Demonſtrative and Intelligible, and (to ſay no more) ſo Conducing to the End they were Deſign'd for, that a Coun-

try Practiſer cannot fail by an Ordinary and Common Sedulity in peruſing the ſame, to acquire thereby (in a ſhort time) a competent ſhare of Knowledge therein; which may afterwards, by a Courſe of Buſineſs, be poſſibly Improved to an abſolute Proficiency; provided he hath Qualifications requiſite thereunto.

In the next place, we ſhall Commend to our Country Clerks conſtant peruſal, the Writs and Proceſs of the Court, as they are here inſerted; a Collection, certainly of as great Profit and Advantage, as Delight to him: 'The Writs and Proceſs of a 'Court (as one obſerves) being of 'that Force and Efficacy, that no 'Proceedings can in any Court be 'available without them. For (as 'he further adds) theſe are the 'very Conduit-Pipes, by which Right 'and Juſtice are univerſally Diſ-

penſed

'penſed to every Perſon throughout 'the Kingdom.

As for the ſeveral Anſwers, Pleas and Demurrers to the Bills in this firſt Part, they are (with other Precedents of Note) now Printing, and will be Publiſhed next Term by way of ſecond Part, which will Compleat the Collection.

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Upon a Subpœna for Coſts, if the Defendant makes a *Better Anſwer*, the *Coſts* are to be paid on the Service, p. 11
Where a Plea of Outlary being inſufficient ſhall be diſallowed of Courſe, and the Plaintiff ſhall, notwithſtanding, take out Proceſs to inform the Defendant to make *Better Anſwer*, and pay five Marks *Coſts*, *ibid.* 12.
After the Outlary Reverſed, the Defendant upon a New Subpœna ſerved on him, and twenty ſhillings *Coſts* paid him, ſhall An-

Anſwer the Bill, as if the Outlary had not been, p. 12

If the Plaintiff conceive ſuch Plea of Outlary Inſufficient through Miſpleading, or otherwiſe, he may, upon notice given the Clerk on the other ſide, ſet it down with the Regiſter; but if he ſhall not Enter it within eight days after Filing, the Defendant may take out Proceſs for *Coſts*, as if the ſame had not been heard, *ibid.*

Plea of a Former Suit ſhall not be ſet down with the Regiſter, but *referred* to a *Maſter* (if the Plaintiff be not ſatisfied therewith) and if it be determined againſt the Plaintiff, he ſhall pay five Marks *Coſts*, *ibid.*

If ſuch *Reference* be not procured by the Plaintiff, and a Report thereupon within a Month after Filing ſuch Plea, the Bill to be Diſmiſſed with ſeven Nobles *Coſts*, *ibid.*

The Plaintiff upon any Miſtake in the Bill, may (by Motion or Petition, paying twenty ſhillings *Coſts*) amend the ſame, p. 13

Where the Defendant ſhall pay Coſts of Over-ruling upon Cauſe of Demurrer ariſing, *ibid.*

If the Defendant, upon Praying a Commiſſion, ſhall only Return a Demurrer or ſuch a Plea which ſhall afterwards be Over-ruled, he ſhall pay five Marks *Coſts*; and if allowed, he ſhall have no *Coſts*, becauſe of the needleſs trouble he put the Plain-

Plaintiff to by the Commiſſion, p. 14
If the Defendant do not Enter his Plea or Demurrer with the Regiſter, within eight days after Filing, 'twill be Over-ruled of Courſe, and the Plaintiff may take out one Proceſs to enforce the Defendant to make a better Anſwer, and another for *Coſts*, *ibid.*
If the Defendants Plea or Demurrer be Over-ruled, he ſhall pay five Marks *Coſts*, *ibid.*
If the Court ſhall not find ground to make a Decree, the Bill ſhall be diſmiſſed with Coſts; or the Plaintiff be admitted to Reply, if he deſire it, firſt paying down five Pounds *Coſts* within four days after ſuch hearing, *ibid.*
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In what Caſes Contemptors ſhall be diſcharged, and recover *Coſts* taxed by a Maſter without Motion, *ibid.*

Where, if one upon his Examination, or by Proceſs be found in Contempt, he ſhall Clear his Contempt, and pay the Proſecutor his *Coſts*, before he be diſcharged. And altho' he be Cleared of his Contempt, yet he ſhall have no *Coſts*, in regard of his Diſobedience, p. 34

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Upon Affidavit made of Scandalous or Contemptuous Words againſt the Court, or Proceſs, the Party offending ſhall ſtand committed upon Motion without farther Examination; and a ſingle Affidavit ſhall be ſufficient in that Caſe to ground an Attachment, on which he ſhall be brought in to be Examined: And if the Miſdemeanor ſhall be confeſt, or proved, he ſhall ſtand Committed till he ſatisfie the Court,

Court, and pay the Proſecutor his *Coſts*, *ibid.*

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Licenſed by Sir *Robert Atkins.*

Maxims and Rules of Pleading, in Actions Real, Perſonal and Mixt, Popular and Penal: Deſcribing the Nature of Declarations, Pleas, Replications, Rejoinders, and all other parts of Pleading; ſhewing their Validity and Defects, and in what Caſes they are Amendable by the Court, or Remediable by the Statute Law, or otherwiſe: Likewiſe which of the Parties in his Plea ſhall firſt offer the Iſſue, and where Special Matter may be given in Evidence upon the General Iſſue: Of Demurrers upon Evidence; of Verdicts General and Special, and of Bills of Exceptions to the ſame: Of Judgments, Executions, Writs of Error and Falſe Judgments; and of Appeals, Indictments and Informations, and the Pleadings relating thereunto.

Writ by Sir *Robert Heath*, Lord Chief Juſtice in King *Charles* the Firſts time, with Additions of New Matter to every Title from all the Reports ſince his time.

RULES

LINCOLN'S INN LIBRARY

RULES OF PRACTICE IN THE HIGH COURT OF Chancery.

First, A Subpœna *and the manner of Serving it.*

A *Subpœna ad Respondendum* is Returnable on a Day to come, (*viz.*)

The Retorn of a *Subpœna ad Respondendum.*

First, On a certain Day of the Month, which must be in Term.

Secondly, *Immediatè*, when the party lives (or is) in Town, or within 10 Miles of the Town, of which Affidavit must be made: If in the Vacation, there must be a Petition or Motion.

If in Term, it is needleſs to have it Retornable *immediatè*, becauſe we have it Returnable on any Day.

No *Subpœna* Retornable in the Vacation.

Miſtake in the *Subpœna*.

Firſt, In the Parties Names, either Plaintiff or Defendant.

Secondly, In the Retorn.

Thirdly, Or form of the Writ. Or any ſuch Miſtake vitiates the Writ.

In the *Label*.

If the Label and Body agree not, the party ſerved may take advantage of it.

Defendants in a *Subpœna*.

Firſt, But Three, wherein a Man and his Wife are accounted but for one.

Secondly, If Two in one *Subpœna*, coſts 3 *s.* if Three, 3 *s.* 6 *d.*

Service of the *Subpœna*.

The manner, if but one, deliver the Body:

Firſt, Either to the party himſelf.

Secondly, Or leave it at his Dwelling-houſe with one of his Family.

Thirdly, Or at his place of Reſidence.

If more than one:

Firſt, Deliver the Label to the firſt, and ſhew him the Body.

Secondly, So likewiſe to the ſecond, and reſerve the Body for the laſt.

If againſt Man and Wife:

If a Man alone is ſerved and hath Notice, 'tis againſt him and his Wife, 'tis good: And for want of Appearance an Attachment iſſues againſt the Wife only, or both. *Tot.* fo. 89, 101, 103, 106, 109.

The Time:

Firſt, It muſt be ſerved before Noon of the laſt Day of the Retorn.

Secondly,

Secondly, Good in the Night, if before the Retorn.

Thirdly, Good Service on a *Sunday*, if the *Subpœna* is not Returnable on that Day.

If Injury be done to the party, who ſerved it by word or deed, or the Writ or Authority of the Court contemned, upon Affidavit and Motion, the party will be committed to the *Fleet* by Attachment, &c. *Vide Contempts.* If Injury to the Service, how puniſhed.

Not on Barons and Peers of the Realm; but inſtead thereof a Letter is directed to them by the Lord Keeper: But if they appear not, no proceſs of *Subpœna* is awarded againſt them. On whom *Subpœna*'s not to be ſerved.

The Bill and all ſubſequent Pleadings upon it ought to be ſuccinct, and not ſtuft with Repetitions *in hæc verba.* The Bill.

Not Criminal nor Scandalous againſt the Defendant, or any other, under penalty of good Coſts to be laid on the Counſel, and to be paid to the party grieved: And the Defendant may refuſe to Anſwer ſuch a Bill, and have the Scandal expunged and Coſts taxed.

'Tis uſually for ſuch as have no remedy at Common Law, and therefore the Bill avers, That the Plaintiff hath no Remedy at Law.

It ought to be under Counſel's Hand; and if it be not, or if the Counſel's Hand be counterfeited or diſallowed, it ſhall be diſmiſſed on the Defendant's Demurrer.

It ought to be dated on the ſame day it is brought into the Office, and not kept in the Clerk's hands any longer than that day, altho' it is often done.

Upon one and the ſame *Subpœna* ſerved two Bills may be put in, provided the Matter contained in them appear not to be for one and the ſame Cauſe, if it be ſo, one of them will be diſmiſſed with Coſts; and where two Bills are put in containing ſeveral Matters, the Defendant muſt Anſwer them both.

This done by Petition to the Maſter of the *Rolls*, 1690.

If there appears any other Overſight in the Bill that requires amendment before the Defendants appearance, it may be amended on Motion without Coſts.

If the Bill be to recover Writings, there muſt be Affidavit made by the Plaintiff, That he had ſuch Writings in his poſſeſſion, and hath caſually loſt them, and knows not where they are, unleſs come to the hands of the Defendant.

Filing Bill.

The Plaintiff hath time till the Third day at Noon, after Retorn of the *Subpœna* (the Return-day being on the next day after the Return of the *Subpœna*) which is the Coſts-day; and if the Bill come not in the next day after that, the Appearance being entred, and Coſts preferred the day before, the Defendant is diſcharged from attendance with Coſts.

Where the Coſts are not voluntarily paid for want of a Bill, the Defendant may have a *Subpœna* commanding the payment thereof upon demand, either to the Defendant or the bringer thereof.

This

This *Subpœna* muſt be ſerved perſonally, and if the Coſts be not paid accordingly, the Defendant may (upon Affidavit of Service of the *Subpœna*, and demand made) have an Attachment, and the following Proceſs:

Firſt, Coſts uſually taken are 10 *s.* but if Coſts be taxed before a Maſter, it is according to the neceſſary Charge which the Defendant hath been put unto, as coming far out of the Country, &c. and may be 30 or 40 *s.* as the Matter is. For want of a Bill.

Secondly, If the Bill come any time in the Afternoon on the Third day, and before the ſhutting up of the Office, the Defendant may prefer Coſts; for the Six Clerks, when they go to Dinner, ſtrike the Time in the Book, and from that time the Day begins.

Thirdly, And they are taxed by entring the Defendant's appearance, and Taxed before the Maſter, whoſe Fee is 2 *s.* 6 *d.* How Taxed.

If within 40 Miles of the Town, 4 Days, excluding the Return-day. Time to Appear.

If above 40 Miles, 8 Days in like manner.

If the Defendant be Served 8 Days before the Return, he ſhall have 2 Days after that.

The like is, if 53 or 54 Miles, &c.

But if Served 9 or 10 Days or more before, he ſhall have 2 Days after.

If the Bill be Filed, and the Defendant appear not within this time, the Plaintiff (upon Affidavit that the *Subpœna* was ſerved) may have an Attachment, &c. *Vide Proceſs.*

And if the *Subpœna* be Returnable *Immediatè*; yet the Defendant hath the ſame time to appear as before.

Anſwer.

A Matter charged as the Defendants own Fact, muſt be without ſaying, *To his Remembrance*, or *as he believeth*, if it be laid to be done within Six years before, unleſs the Court upon Exception taken ſhall find Cauſe to diſpenſe with it.

He muſt traverſe or deny the Fact directly, and not by way of *Negative pregnant*; as if charged with the receipt of a Sum of Mony, he muſt traverſe or deny if he hath not received any ſuch Sum, or any part thereof; or elſe ſet forth what part he hath received.

This cannot be before he has appeared.

Where a Man does wilfully refuſe to Anſwer, and ſtands out all the Proceſs of Contempt, the Court will take the Matter of the Bill *pro Confeſſo* and decree it; the Defendant having before appeared, or being in Cuſtody.

Where the Defendant diſclaims, he ſhall have 7 Nobles Coſts.

Time to Anſwer appearance.

If the Appearance be time enough within the Term, Rule muſt be given to Anſwer within 8 days.

It may be given the day after Coſts-day.

If the Defendant appears before, it may be given the next day after his appearance.

If no Rule given, the Defendant is at liberty to Anſwer any time during the Term, and if he make default in that time an Attachment iſſues of courſe with the Cauſe thereof, if it be entred with the Regiſter, (*viz.*)

(*viz.*) That the Defendant appeared and went away without Anſwer.

Where a *Subpœna* is Returnable ſo near the end of the Term, that there cannot be a Day given to the Defendant to Anſwer, in ſuch caſe the Defendant muſt at his peril Anſwer the ſame day Sevennight following the day of his Appearance, tho' it be out of Term.

If the *Subpœna* be Returnable the laſt day of the Term; yet he is bound to appear according to the Time, and Anſwer 8 days after his appearance.

If the Defendant ſtand out Proceſs of Contempt upon an appearance, and doth not anſwer, he will be Committed.

Upon Oath, That the Defendant cannot anſwer without ſight of the Writings in the Country, the Court on Motion or Petition will give him time to Anſwer, as the Court ſhall think fit. If there be many Defendants, and one have Anſwered and the reſt not, in ſome caſes one may proceed againſt the one to Hearing alone, and after that againſt the reſt.

That he cannot Anſwer till he hath Conference with other perſons.

Cauſes of delay in Anſwer, muſt be on Affidavit.

If for Goods that are in the Country, and he in *London*, that he can't ſet forth the Particulars without ſight.

That he cannot Anſwer without ſight of Writings in the Country.

All theſe muſt be 20 Miles from *London*.

Anſwer *per Dedimus, &c.*

If the Defendant be above twenty Miles from *London*, he has a *Dedimus* of courſe to put in his Anſwer by the ſame Term following.

After an Attachment without Proclamation, no Commiſſion without Motion and Affidavit of the parties inability to Travel, and other good Matter to ſatisfie the Court touching the delay.

An Anſwer taken by *Dedimus*, may be put in without Counſel's Hand.

But the Plaintiffs Commiſſioners may refuſe to execute the Commiſſion, unleſs he may read the Anſwer, and for that Reaſon is a Copy of the Bill ſent.

It muſt be to Anſwer, Plead and Demur, as the caſe is, in a Commiſſion for an Anſwer, there needs be Six days Notice exclusive; but in ſtrictneſs, if Notice be given on *Sunday*, to Execute on *Saturday*, it may be good.

The Charge.

There muſt be four Commiſſioners, two named by the Plaintiff, and two named by the Defendant for the Execution, *vide* Commiſſions to examin Witneſſes. No ſecond Commiſſion ſhall be granted without Special Order.

The anſwer muſt be in before the day after the firſt Coſts day, next Term (except *Trinity* Term) and then it muſt be in, the ſecond day after the ſecond return, otherwiſe an Attachment.

This is the courſe in Strictneſs; but it is uſual where an Anſwer is taken in the Country, to ſtay till near the end of the Term,

Term, becauſe of the conveniency to return it by the Attorny, unleſs the cauſe be of weight.

If the Anſwer be good to common intent, the Plaintiff muſt reply and prove the matter if he can. Exception to anſwer.

No Exceptions can be regularly taken to an Anſwer, after Replication comes in, for then 'tis admitted to be true.

But in ſome Caſes the Court has ordered, the Replication to be taken off the File and Exceptions put in.

If the Anſwer be filed in Term, the Plaintiff muſt the ſame Term or within eight days after, deliver the Exceptions to the Clerk in Court.

If filed in Vacation, the Plaintiff hath eight days in the beginning of the next Term to put in Exceptions.

If the Defendant do within eight days after delivery of Exceptions, amend his Anſwer in the ſame Term, and pay twenty Shillings Coſts, the Plaintiff ſhall go on and Reply.

If the Defendant ſhall fail ſo to do, the Exceptions on Motion or Petition, are to be referred to a Maſter, and he is to certifie whether the ſame be ſufficient or not.

The Plaintiff cannot refer Exceptions, till eight days after they are filed: But upon a ſecond inſufficient Anſwer, it may be referred immediately. It matters not whether the Exceptions be filed in Term or Vacation; he ſhall have but eight days, and

and in default, the Plaintiff may move t
Petition for a Reference.

The Plaintiff muſt ſerve the Defenda
with a Warrant, to attend (which coſts tw
Shillings) which muſt be ſerved on the D
fendant, or his Clerk two days before; if h
doth not appear, (as uſually they do not;
the Plaintiff takes out another Writ peren
torily, and if he does not attend on tha
the Plaintiff will proceed *ex parte*.

The inſufficiency appearing on the Ex
ceptions is to be inſiſted on, and no new Ex
ceptions to be put in.

If the Anſwer be certified inſufficient
the Defendant is to pay forty ſhillings Coſts
if it came in by Commiſſion, fifty ſhillings
and the Defendants ſecond Anſwer is not to
be received, till he hath paid the Coſts.

So that the Report muſt ſpecifie the point upon the Exceptions wherein the Anſwer is defective.

If the ſecond Anſwer be reported inſuffi-
cient to any of the Points before certified,
The Defendant ſhall pay three pounds
Coſts: The third inſufficient Anſwer, pays
four pounds: And upon the fourth inſuf-
ficient Anſwer, he ſhall pay five pounds
Coſts, and be examined upon Interrogato-
ries to the point reported inſufficient, and
ſhall be committed until he hath perfectly
anſwered the Interrogatories, and paid the
Coſts.

The Plaintiff may have *Subpœna* for Coſts,
and another for a better Anſwer upon any
of theſe inſufficiencies.

If the Anſwer be reported good, the
Plaintiff ſhall pay the Defendant forty ſhil-
lings Coſts.

Upon

Upon a *Subpœna* for Coſts, and he make a better Anſwer, the Coſts are to be paid on the ſervice, and the Defendant to appear on the *Subpœna*, and Anſwer as on the firſt *Subpœna*: But upon report of a ſecond inſufficient Anſwer, in eight days without further ſervice, and if he does not Anſwer in that time, an Attachment Iſſues as if he had been ſerved.

Alſo upon Exceptions filed to a Report of a ſecond inſufficient Anſwer, where the Report is held good he is to anſwer as before.

Plea of Foreign Matter is of two ſorts.

Firſt, As to the Juriſdiction of the Court. Plea.

Secondly, As to the diſability of the perſon.

As where the Plaintiff is Outlawed or Excommunicated.

Where there is in this or any other Court, a Suit depending for that very Cauſe, or it may be that the Cauſe may have formerly been diſmiſſed, and the diſmiſſion ſigned and enrolled in this Court, ſuch Plea may be put in without Oath, otherwiſe not.

An Outlawry is not to be pleaded, unleſs you plead the Record *ſub pede Sigilli*, (*viz.*) the Record to be annexed to it.

A Plea in Outlawry, if it be in any Suit for that duty touching which relief is ſought by the Bill, is inſufficient, and ſhall be diſallowed of courſe, and the Plaintiff ſhall notwithſtanding, take out Proceſs to inforce

inforce the Defendant to make better Anſwer and pay five Marks Coſts; otherwiſe an Outlawry is a good Plea, ſo long as it remains in force, and therefore needs not to be ſet down with the Regiſter.

After the Outlawry reverſed, the Defendant upon a new *Subpœna* ſerved on him, and twenty ſhillings Coſts paid him, ſhall anſwer the Bill, as if the Outlawry had not been.

If the Plaintiff conceive ſuch Plea of Outlawry to be inſufficient through miſpleading, or otherwiſe, he may upon notice given the Clerk on the other ſide, ſet it down with the Regiſter: But if he ſhall not enter it within eight days after filing, the Defendant may take out Proceſs for Coſts, as if the ſame had not been heard.

Plea of a former Suit is alſo a good Plea, and therefore the Defendant ſhall not be put to ſet it down with the Regiſter; but if the Plaintiff be not ſatisfied therewith, the ſame ſhall be referred to one of the Maſters of the Court, and if it be determined againſt the Plaintiff, he ſhall pay five Marks Coſts to the Defendant: But ſuch reference muſt be procured by the Plaintiff, and a Report thereupon within one month after filing ſuch a Plea, otherwiſe the Bill to be diſmiſſed with ſeven Nobles Coſts.

Plea of a Suit depending at Common-Law, or in any inferior Court, is good, and the Defendant ſhall not be put to a motion for an Election or Diſmiſſion, and that Plea

Plea ſhall be proceeded in as the Plea of a former Suit.

Pleas that are grounded upon the ſubſtance or body of the matter, or extend to the juriſdiction of the Court, ſhall be determined in open Court.

As to ſet forth a Writing which contains the Matter in the Bill, and was not heard of before.

All Pleas but matter of Record muſt be upon Oath.

Demurrer.

Is where the Bill is inſufficient in it ſelf, without alledging any Foreign matter; and therefore it ſays, (as appears by the Plaintiffs own ſhewing,) and does only point out that matter ſo alledged by the Bill. 'Tis always where there is matter defective in the Bill.

Every Demurrer ſhall expreſs the ſeveral Cauſes of Demurrer, and ſhall be determined in open Court.

If upon any ſlip or miſtake in the Bill, the Plaintiff upon Motion or Petition, paying twenty ſhillings for Coſts, may amend the Bill.

If any Cauſe of Demurrer ſhall ariſe, and be inſiſted on at the arguing, (more than is particularly alledged in the Engroſſment on the File,) the Defendant ſhall pay Coſts of overruling, if theſe Cauſes which are particularly alledged be diſallowed, altho' the Bill in reſpect of the Allegations ſhall be diſmiſſed.

No Plea or Demurrer to be admitted after Attachment, with Proclamation returned, without Motion in open Court.

If

Matters relating to Pleas and Demurrers joyntly.

If the Defendant ſhall pray a Commi on, and thereby return a Demurrer o or only ſuch a Plea which ſhall afterwa be Over-ruled, the Defendant ſhall p 5 Marks Coſts; and altho' it be allowed Defendant ſhall have no Coſts, in reſp of the Plaintiffs needleſs Trouble occaſion by the Commiſſion.

If the Defendant do not Enter his P or Demurrer with the Regiſter with 8 days after Filing, it is Over-ruled of cour and the Plaintiff may take out Proceſs enforce the Defendant to make a better A ſwer, and another for Coſts.

It may either be by Order, or in Cour or be brought in by Petition.

Hearing upon Bill and Anſwer.

If the Plea or Demurrer be Over-rule the Defendant ſhall pay 5 Marks Coſts.

Where the Plaintiff finds ſufficient Cau for an Order or Decree upon Anſwer, may go to Hearing upon Bill and Anſwer.

The Anſwer is admitted true in all poin and no Evidence is to be admitted.

Although the Cauſe need no Witneſs, y it is neceſſary in ſome caſes to Reply, an put the Defendant upon proof of his A ſwer.

If the Court ſhall not find ground to ma a Decree, the Bill ſhall be diſmiſſed with th Coſts, or the Plaintiff admitted to Reply, he deſire it firſt, paying down 5 *l.* Co within 4 days after ſuch Hearing, elſe th Diſmiſſion to ſtand, and the Order to b drawn accordingly; then ſuch Diſmiſſio ſhall be a good Plea in Bar of a New Bill.

Th

Replication.

The Plaintiff is to Reply generally, unleſs the Defendant by his Anſwer doth offer New Matter, which will not be brought into the Iſſue by the Plaintiffs Bill.

The Defendant may give a Rule to Reply next Term after his Anſwer is Filed; and if the Plaintiff Reply not in 8 days after the Rule given, the Defendant will have Coſts.

If the Parties live in Town, or that there be not many Witneſſes to Examine, either Side may move, that the other Side may Reply or Rejoyn *gratis*; and to go to Commiſſion alſo, to fix a time for Publication to paſs and to Hear the Cauſe.

Rejoynder and Surrejoynder.

The Rejoynder muſt purſue and confirm the Anſwer, and muſt ſufficiently avoid or traverſe every material Point of the Replication.

If the Plaintiff hath Replied, the Defendant, if he will, may Rejoyn *gratis*.

Quære, how many?

Where the Plaintiff intends to go to Commiſſion, he muſt ſerve the Defendant with a *Subpœna ad Rejungendum* before he can have Commiſſion to Examine Witneſſes; and upon Return of the *Subpœna*, Oath muſt be made, and the Plaintiff may force the Defendant to rejoyn and joyn in Commiſſion, and go to Examining of Witneſſes, without having given him 8 days to Rejoyn; if in that time he refuſe to do it, he cannot do it after.

After Service of the *Subpœna*, and Appearance, a Rule muſt be given to Rejoyn, where the Defendant is ſerved with a *Subpœna ad Rejun-*

Rejungendum, and does not (upon the Plaintiffs Clerks demand to the Defendants Clerk deliver Commiſſioners Names by the end of the Term wherein the *Subpœna* is Returnable, there the Plaintiff may without Motion or Petition give Names, and by the ſecond Seal after the Term take the Commiſſion *Ex parte*.

In a Commiſſion *Ex parte*, no Notice is required.

Where the Parties cannot come to Iſſue by reaſon of ſome New Matter diſcloſed in the Defendant's Rejoynder, that requires to be Anſwered unto, the Plaintiff may Surrejoyn to the Rejoynder, and the Defendant likewiſe to the Surrejoynder, if Cauſe.

Interrogatories. Interrogatories, if in Court, are carried in to the Examiner; if in the Country, to the Commiſſioners, where the Witneſſes are to be Examined, without Counſel's Hand.

When the Parties are at Iſſue, it is neceſſary as well to conſider what the other Side may Examine to, as what we have to prove that croſs Interrogatories may be prepared, if occaſion.

Choice of Commiſſioners, and Exceptions againſt them. There are to be four Commiſſioners, by the Plaintiffs and Defendants name four apiece, and each party ſtrikes out two apiece, the Plaintiff is to name the firſt.

Exception

Exceptions.

First, That he is of Kindred to the party for whom named.

Secondly, That he is his Maſter, or Servant.

Thirdly, Council Attorny or Sollicitor.

Fourthly, One to whom he is indebted.

Fifthly, One that hath a Suit with the adverſe party.

Sixthly, Or a Partner with him.

Seventhly, No Commiſſion *ad Examinand' Teſtes* is to be Executed within *London* or 10 Miles of it, without Special Order to be obtained upon Affidavit of the parties inability to Travail, or other good Matter, and all Depoſitions ſo taken to be ſuperſeded, and ſuppreſſed *ipſo facto*, and not allowed to be Read as Evidence at Hearing, and the Parties herein offending to ſuffer as the Court, &c.

Carriage of Commiſſion and Execution of it.

The Plaintiff is to have the firſt taking out and carriage of the Commiſſion: If there be default made by the Plaintiff, or his Commiſſioners in Execution thereof, he muſt pay the Defendant ſuch Coſts, as he or the Party who diſburſed the Mony for him, ſhall make appear upon Oath, he was put to in Execution of the Commiſſion, and the Defendant ſhall have the next carriage.

Et ſic è contra. If the Defendant have the carriage of it and make default: If one ſide examins all his Witneſſes, and the other does not, but prays a new Commiſſion, if it be granted he ſhall bear the charge of the

renewed Commiſſion both in Court and Country, and if the other ſide ſhall be admitted to Croſs-examin any other Witneſs of his own, then he ſhall bear his part of the charge.

If Commiſſioners on both ſides attend at the Executing of a Commiſſion, and one ſide examins no Witneſſes, he ſhall never do it afterwards: But it hath been otherwiſe, where Interrogatories are exhibited in Court before and not altered, and the Party maketh Oath, that neither he nor any for him have been informed of the Depoſitions on the other ſide, he (at whoſe inſtance a Commiſſion is renewed, and by whoſe default a former Commiſſion was not Executed,) ſhall at his peril examin his Witneſſes by that renewed Commiſſion, or examin them in Coſt by the end of the Term wherein it is returnable, he who carries the Commiſſion muſt give, by a note left in writing under the Hand of his Commiſſioners, at the place of uſual abode of the other Parties, 14 days notice of the time and place for Executing the ſame Commiſſion.

If no notice given, the Court will ſuppreſs all the Examinations, and grant the other ſide a new Commiſſion.

The Commiſſioners are but to examin to one Interrogatory at a time: They are to take what comes from the Witneſſes, in anſwer to what they are examined, and not upon ſight of the Interrogatories to let them ſet it down themſelves; but it is done otherwiſe in Court. After

After they have been Examined, they may upon better thoughts amend the Examination. They may not depart after they have heard any Interrogatories read over, till they have perfected their Examination.

The Commiſſioners are to ſet their Hands to every Schedule, and ſend them up to Court, as taken, with a Certificate.

If they meet with any Obſtruction in the Execution, they muſt certifie that alſo; the Commiſſion when Executed muſt be Returned up, and delivered in Court by one of the Commiſſioners, or one that muſt make Affidavit, that he had it from their Hands, and that it is not altered to his knowledge.

If any one of the Commiſſioners commit a Miſdemeanor about Execution, the Party grieved, upon Oath of it may have an Attachment againſt him.

Where Witneſſes are ſerved and do not appear, a new Commiſſion will be granted on Oath made of it.

If Witneſſes appear not, an Attachment iſſues againſt them, unleſs they are impotent, and then a Commiſſion will be awarded to examin them where they are.

But they may refuſe, before they have their Charges paid them.

Either Party after Anſwer put in, until Publication be paſt, may examin what Witneſſes they pleaſe in Court, before one of the Examiners. Examining in Court.

But before the Anſwer comes, or after Publication is paſt, no Examination will be allowed, but upon Special Order, (which is after Publication,) and will not be granted without an Oath of the Party requiring the ſame; that he nor any for him hath ſeen, read or been informed, nor will ſee, hear, &c. any of the Depoſitions taken in the Cauſe, if the Court ſhall think fit to grant it, until his Witneſſes are Examined; and thereupon if ſome good Cauſe be ſhewn, either upon Oath or Certificate of Commiſſioners, why the Party could not get his Witneſſes Examined within the time limited: In ſuch Caſe it is ſometimes granted, by a time prefixed, with this Proviſo, that the Party ſhall not in the mean time ſee any of the ſaid former Examinations. And in ſuch caſe alſo Affidavit muſt be made, that he hath ſeveral, or ſuch and ſuch material Witneſſes to Examin, which for ſuch Reaſons he could not Examin at the Commiſſion in Court, and that he has not ſeen, &c.

No Witneſſes ſhall be Examined in Court, without the privity of the Adverſe Party, to whom the Perſon ſo Examined ſhall be ſhewn: And a note of his Name and Place of dwelling, delivered in writing by thoſe that ſhall produce him to the Adverſe Parties Clerk in Court.

When Witneſſes are Examined in Court, upon a Schedule of Interrogatories, there ſhall be no new Interrogatories put in to Examin the ſame Witneſſes.

Quære,

Quære, If not true in a Commiſſion.

A Witneſs may be Examined in Court, after the day of Publication, if he were ſworn before.

Examining in Court muſt be certain, not to pen their own Examinations, and to amend upon better thought as in a Commiſſion.

If any Witneſs will not confirm himſelf, the Examiner is to give notice thereof to the Clerk on the other ſide, and not to proceed further in the Examination, without his conſent or order in Court, to warrant his ſo doing.

The Examiner ſhall not Examin any Witneſs, to invalidate the Credit of another, but by Special Order, which is ſparingly to be granted; and upon Exceptions filed with the Examiner without Fee, and notice thereof given by the adverſe Party or his Clerk, together with a true Copy of the ſaid Exception, at the charge of the Party ſo Examining.

The Examiner takes an Oath, not to make known directly or indirectly to the adverſe Party, or any other ſave the Deponent, who comes to be Examined in any of the Interrogatories, to be Examined upon an Examination by him taken, or remaining in the Examiners Office, or any Copy, Extract or Breviat thereof before Publication be paſt, and Copies taken, upon pain of Expulſion of the Clerk or Deputy that does it, and the Examiner to be anſwerable for ſuch Miſdemeanour, and to

pay ſuch Coſts and Charges as are ſuſtained thereby.

Examining *de bene eſſe*, &c. The Plaintiff where his Witneſſes are Aged or going to Sea, may Exhibit his Bill into this Court to Examin them, and on the Defendants appearance may have a Commiſſion to Examin them *de bene eſſe*, &c. in which Commiſſion the Defendant may joyn, if any of the Witneſſes ſo Examined dye, before the Defendant anſwer, their Examination ſhall be made uſe of either here or at Law.

But when the Defendant hath anſwered, the Plaintiff muſt then Examin them over again, and if he lets them dye before they be Examined again, then he will loſe the benefit of the firſt Examination; and altho' the whole Bill be not anſwered, yet by reaſon of the Traverſe which puts all in Iſſue, he may Examin to thoſe Points that are not anſwered.

Where a Defendant hath anſwered, and diſclaimed an Intereſt in the Matters in Queſtion, either Parties on Motion or Petition may Examin ſuch Defendant *de bene eſſe*; but there will be a *Salvo* to the other ſide, for any juſt Exception they can make at the Hearing, againſt the Reading ſuch Witneſſes.

Depoſitions. No Motion ſhall be made in Court, or by Petition for ſuppreſſing of Depoſitions irregularly taken, until the ſix Clerks in the Cauſe have been firſt attended with the complaint, and ſhall certifie the true State at the Foot to the Court, with their own Opinion,

to

to which purpoſe a Rule for attending the ſix Clerks ſhall be entred of Courſe with the Regiſter, at the deſire of the Party complaining, which ſhall warrant their proceedings, and Certificate to the Court, unleſs the Attornies or Clerks ſhall not agree before them.

Where there are ſeveral Cauſes, which are meerly croſs Cauſes between the ſame Parties, touching the ſame Matter, there the Depoſitions of Witneſſes taken in one Cauſe may be uſed in the other without any Motion; no Croſs Bill is to be put in after Publication.

If put in before, *Quære*, Whether the Cauſe may not be tryed till both are heard together.

Reſp. as the nature of the Cauſe is.

Where either Party obtains an Order, to uſe the Depoſitions taken in another Cauſe, the adverſe Party may likewiſe uſe the ſame without Motion, unleſs upon Special Reaſon ſhewn to the Court by the Party, deſiring it may be inhibited by the ſame Order ſo to do.

No Letters or Notes not proved by Depoſitions, are to be made uſe of; but for Deeds and Copies of Record, upon Motion an Order may be had to prove them *viva voce* in Court.

When both Plaintiff and Defendant have Examined what Witneſſes they pleaſe, and are ready to go to Hearing, then either of them muſt give the other a Rule for Publication, (*viz.*) a day is given to the Plaintiff Publication.

Plaintiff or Defendant for Publication, upon the Commiſſion joyned: The Day ſo given is one Week, which being expired, and no Cauſe ſhewn to the contrary, then Publication is granted; or elſe Publication may paſs by Conſent, the Clerks ſetting their Hands to each others Books.

That after Witneſſes Examined in Court, there ſhall be Two Rules given, (*viz.*) an Ordinary Rule, and then a Day to ſhew Cauſe why Publication ſhould not paſs.

Upon Return of a Commiſſion, one Rule only.

A *Subpœna ducens tecum*, is awarded where the Defendant hath confeſſed by his Anſwer, That he hath the Writings in his hands.

Setting down and Hearing the Cauſe.

To repair to the Six Clerk in the Cauſe, at leaſt ſix Days before the End of the Term, that he may Inform himſelf of the ſtate of the Cauſe, of the long or ſhort dependance thereof in Court, of the Authority of Publication, of the weight and value of the Cauſe, and all other Circumſtances material, to Inform the Lord Keeper, or Maſter of the *Rolls*: And the Six Clerk cannot refuſe the Offer of the ſame to be ſet down, if he be attended at ſuch a time as aforeſaid, and comes not unprepared to the Lord Keeper, &c. of the Nature of the Cauſe; for which neither He, nor his Under-Clerk, nor any Regiſter are to take any Fee or Reward; but may refuſe to ſet down till they are paid their Arrears, if any.

The

The Day must be set down, according to the priority of Publication.

No Cause must be presented for Hearing the same Term, if Publication doth pass, unless by consent.

If the Plaintiff appears not, the Defendant is to be dismissed with Costs; if the Defendant does not appear, and Process appears to have been duly served, the Answer shall be read; and if the Court upon Hearing shall find Cause to decree for the Plaintiff, yet a Day shall be given for the Defendant to shew Cause against the same: But before he be admitted thereunto, he shall pay down to the Plaintiff or his Attorney, such Costs as the Court upon that Hearing shall assess: And the Order shall be penned by the Register accordingly, (*viz.*) *It is Decreed, &c.* Unless the Defendant shall pay to the Plaintiff, or his Clerk in Court, Costs, and shew good Cause to the contrary. And the Defendant shall likewise produce a Certificate from the Plaintiffs Attorney in Court, that he hath paid the Costs, or Affidavit of Tender and Refusal.

If the Plaintiff doth not set down his Cause for Hearing, in two Terms after Publication passed, it may be set down *Ad Requisitionem Defendentis.*

Where either party are not satisfied with the Order made on the Hearing, on Petition signed by Council that shews Cause, the Court will Rehear it.

If the party be in Town, he muſt be ſerved with a *Subpœna ad Audiendum*, Ten days before Hearing; if out of Town, 14 days.

The Service is as upon a *Subpœna ad Reſpondendum.*

Decree. No Decree or Diſmiſſion ſhall be preſented to the Lord Keeper, or Maſter of the *Rolls*, to be Signed, before it be Signed by the Six Clerk, to whom it belongs, or his Deputy.

If made before the Maſter of the *Rolls*, or any of the Judges, it muſt be Signed by them firſt, afterwards by the Lord Keeper, and then Enrolled.

To be Signed and Enrolled before the firſt Day after the next *Michaelmas* or *Eaſter* Term after the making it, without Special Licenſe of Court.

No Decree ſhall be binding to any, but thoſe who are ſerved with Proceſs *Ad Audiendum Judicium*, or that did appear *gratis.*

No Decree can be Croſſed, Altered or Explained upon a bare Petition only; and yet thereby it may for ſome ſpecial Reaſons be ſtayed for a while, till it can be moved in Court.

A Decree Enrolled, cannot be reverſed or altered but by Bill of Review, unleſs it be in caſe of Miſtaking, (*viz.*) not Error in valuing, but incumbring, when the Caſe is demonſtrative, and then it muſt be done by Order.

A

A Decree doth bind the Perſon; for where any doth refuſe to obey it, this Court will Impriſon him till he doth conform.

It doth bind the Right and Title to Lands and Goods (*viz.*) by Sequeſtration and Injunction; the Purchaſor that comes in by Conveyance *bona fide* before the Bill is Exhibited, and is no party by Bill or Order, ſhall not be bound.

But where a man comes in (*pendente lite*) and without any colour of Privity or Allowance by the Court, there it ſhall regularly bind him; yet if there hath been an Intermiſſion in the Suit, or the Court be acquainted with the Conveyance, the Court is to give Order in it.

Diſmiſſion is prayed by Motion, and had upon plea to the Bill, hearing the Cauſe, and not after an Examination and Publication, before Hearing and upon Order, is continuing of Proſecution. Diſmiſſions.

Where the Plaintiff diſcontinues his Proſecution, after all the Defendants have Anſwered above the ſpace of three Terms, the Cauſe is to be diſmiſſed of courſe; but after Replication put in, it cannot be diſmiſſed without Order upon Motion.

Where the Cauſe is diſmiſſed upon a full Hearing, and Signed and Enrolled, it cannot be again retained, or a new Bill admitted, but where there is new Matter.

Where the Bill is newly diſmiſſed of Courſe, or by Order, no Motion will be heard to retain it, till the Coſts aſſeſſed upon the Diſmiſſion be paid, and certified from the

the Attorney of the other ſide that it
done.

No Diſmiſſion, or Retainer upon a Di
miſſion, will be granted upon a bare Petitio
only; but for Cauſes of Diſmiſſion, t
Court will retain or diſmiſs as they ſ
cauſe.

Diſmiſſion upon Anſwer pays 7 Nobl
Coſts.

Where the Plaintiff ſues the Defendant
Law for the ſame matter in his Bill, an
having firſt Anſwered, upon Motion, and Se
vice of the Clerk in Court, and Attorney
Law, the Plaintiff ſhall be put to his Electio
in which Court he will proceed; and if h
makes not his Election in Eight days, t
Bill is on Motion and Affidavit of Servic
diſmiſſed with 7 Nobles Coſts.

Bill of Revivor. When any perſon Exhibits a Bill in *Cha
cery*, and dies *(pendente lite,)* whoever ha
the Intereſt in the thing Complained fo
whether Heir, Executor or Adminiſtrato
may put in a Bill of Revivor againſt t
Defendant; or in caſe the Defendant di
the Plaintiff may Exhibit his Bill of Re
vor againſt the Heirs, Executors or Admi
ſtrators of the deceaſed, or to whom Rig
diſcends, it muſt purſue the firſt Bill; i
where there is any variance between the
the Defendant may demur, and the Bill w
be diſmiſſed.

A Bill exhibited againſt a Man and Wif
where the Matter wholly concerns the Wif
they both Anſwer, and the Husband die
in this Caſe a Bill of Revivor muſt be brou

againſt the Woman. And the Reaſon is, for that ſhe ſhall not be conſtrained to abide by that Anſwer, which ſhe together with her Husband, as Wife to the Man or Sole, hath formerly made; for that ſhe was then under Coverture; and in caſe ſhe continues ſeiſed *in ſtatu quo*, it is at her Election, whether ſhe will abide by that Anſwer ſhe made, or not.

A Bill againſt a Feme Sole; ſhe Anſwers, and afterwards *(pendente lite)* Marries: Here the Plaintiff may proceed againſt her and her Husband, and ſhall need no Bill of Revivor: And here the Husband ſhall be bound by her Anſwer, whilſt a Feme Sole, for that ſhe ſhall not take advantage her ſelf by her her own Act.

E contra, if a Feme Sole Exhibits a Bill and Marries; becauſe ſhe hath abated her own Suit by her own Act of Marrying, of which the Defendant may take advantage; ſhe and her Husband muſt therefore Exhibit a Bill of Revivor.

A Bill by Man and Wife, the Defendant Anſwers, afterwards the Man dies; whether ſhe will Exhibit a New Bill, or proceed on the Old, it is at her choice.

A Bill by Two ſeiſed of Joynt Eſtates, or Executors of one Will, or Obligees or Obligors; the Defendant Anſwers, and after one of them dies; here the Survivor may proceed without Reviving.

Adminiſtrators *durante minori Ætate* Exhibit a Bill, *Interim* the Infant comes of Age; needs no Bill of Revivor.

Bill

Bill of Revivor puts the Suit in the ſa
plight, as before the Death of the pa
ty.

Affidavits. The Maſter Extraordinary ſhall not, wit
in 20 Miles of *London*, take an Affidavit
Acknowledgment or Recognizances, or
any other Act incident to the place of
Maſter; and to the end this Rule may
obeyed, every Maſter is to expreſs the Na
of the Town where ſuch Affidavit, &c.
taken, otherwiſe the ſame ſhall not be A
thentick.

It muſt alſo be filed, before any uſe c
be made of it in Court.

If upon a Motion, they muſt not file
till the Night before the Motion, that t
other Side may have no Copy.

Affidavit of Service of a *Subpœna* or *I*
junction, muſt be made according to t
Service, *viz.* That he delivered the *Subpœna* t
the Defendant; or, That he ſhewed the *Sub*
pœna to the Defendant under the Seal of th
Court, and delivered him a Note of the da
of his Appearance; or, a Label of the *Sub*
pœna.

That he left it at the Dwelling or Lodg
ing where he moſt abides; or, That h
heard the Defendant confeſs, he was ſerve
with a *Subpœna*.

Or, That he ſaw another [naming him]
to Serve the Writ, as before, the time an
place, and alſo the Return of the Writ muſt
be inſerted; for if the Affidavit do not prove
a good Service, no Attachment can be had.

To

To Endeavour to procure each ſeveral Proceſs to be duly ſerved and executed upon the Party proſecuted, and his wilful default herein appearing to the Court, he ſhall pay good Coſts to the party grieved, and loſe the benefit of the Proceſs Returned with ſuch Endeavour. Proceſs.

No Proceſs is to be Returned by the Sheriff, with *Non eſt Inventus*, unleſs it be made into the County where the party lives; but any perſon may be Arreſted upon Proceſs in any place where he can be met with.

Affidavit being made of the Contempt, (*viz.*) *Affidavit of, &c.* there iſſues an Attachment. Attachment.

It muſt be Entred in the Houſe-Book of the *Six-Clerks-Office*, and likewiſe in the Regiſters Book, expreſſing the Cauſe of iſſuing it.

The Husband appeared, and not the Wife, an Attachment iſſued againſt them both. *Abell's* Caſe 19 *Eliz. Cary* 19 *Eliz.* 32, 72, 79, 94, 105.

Upon the Attachment retorned *Non eſt Inventus*, there iſſues an Attachment with Proclamation. Attachment with Proclamation.

Upon the Return of the Attachment with Proclamation, there iſſues a Commiſſion of Rebellion. Commiſſion of Rebellion.

It is always directed to Private perſons. *Cage* and *Elmington*, *Trin.* 30 *Jac.* 1. *Tothill* 37.

Where thoſe Private perſons who are made Commiſſioners, having taken the perſon in Contempt, ſuffer him to Eſcape, they them-

themſelves will be Committed, till they bring him in. *Tothill* 38. *Sacheverell* contra *Sacheverell, Hill.* 18 *Jac.* 1.

If any one reſcue a perſon taken upon a Commiſſion of Rebellion, the Reſcuers to be Committed.

Where the Commiſſioners let the party in Contempt to go where he liſt, whereby he made an Eſcape, they were ordered to be Committed till they pay the Debt. *Nelſton* contra *Yelverton, Trin.* 18 *Jac.* 1. *Tothill* 39.

Serjeant at Arms.

Where the Party appears not, but ſtands farther out in Contempt, a Serjeant at Arms may be ſent to take him; and if he cannot take him, or that he perſiſt in his Contempt, in ſuch caſes a Sequeſtration and Injunction for the Profits of the Land, to be delivered to the Plaintiff by the Sheriff, or other Commiſſioners for that purpoſe.

There muſt be 15 Days between the *Teſte* and the Return of every Proceſs; and after the Proceſs returned, the ſucceeding goes preſently.

When the party is taken upon the Proceſs he muſt either give Bond, or Enter an Appearance with the Regiſter.

If the Sheriff does not make this Return the Court will amerce him. *Cary* 44, 77, 78. *Tothill* 15.

Firſt Amerciament is Five pounds, and after double.

Secondly, It is to be levied by Eſtreating it into the *Exchequer.*

An Attachment duly gotten may not be diſcharged, till the Defendant has paid 10 ſhillings Coſts: And every ſucceeding Proceſs double; and upon payment thereof, and Filing his Anſwer, Plea and Demurrer, he is to be diſcharged of Courſe.

In caſe of Contempts upon force, or ill words uſed upon ſerving of Proceſs, and other words of Scandal to the Court, if it be proved upon Affidavit, the Party forthwith upon Motion will be committed: If the words ſpoken deſerve it, Contempts againſt the Orders and Decrees of the Court are proſecuted as follows. Firſt, An Attachment goes forth upon Affidavit made of the Contempt, then the Party being taken, is to be Examined upon Interrogatories, which are uſually upon Motion referred to a Maſter in *Chancery*. Contempts.

The Contemptors coming in *gratis*, or upon Proceſs, ſhould give notice to the Clerk of the other ſide of his Appearance, and then if there be no Interrogatories put in within 8 Days, or being Examined, if no reference of the Examination or Commiſſion taken out of the other ſide, nor Witneſſes Examined to prove the Contempt in a Month, the Contemptors ſhall be diſcharged; and ſhall recover Coſts taxed by a Maſter without Motion.

In Proſecution of a Contempt for breach of an Order of the Court, or otherwiſe grounded upon an Affidavit, the Interrogatories ſhall not be Extended to any other Matter, than what is now comprehended in that Affidavit or Order.

And if any other ſhall be Exhibited, the Party Examined may for that reaſon Demur unto them, or refuſe to Anſwer them.

If after appearance and Interrogatories Exhibited, the Party appearing ſhall depart before he be Examined, without leave of the Court, he is upon Motion, and Certificate from the Commiſſioners to ſtand committed, unleſs he be Examined by ſuch a day as the Court on ſuch Motion ſhall appoint; and is not to be diſcharged until he hath been Examined, and cleared of his Contempt; and if upon his Examination or by Proceſs he be found in Contempt, he ſhall clear his Contempt, and pay the Proſecutors their Coſts before he be diſcharged of his Impriſonment. And altho' he be cleared of his Contempt, yet he ſhall have no Coſts, in regard of his diſobedience.

No Execution can be taken out upon a Tryal at Law directed by the Court, but by Special Order, and if he do he ſhall be committed.

Where the Contempt is denied, and not clearly proved by Examination, the Proſecutors may name one Commiſſioner to be preſent at the Examination, and may croſs Examin the Witneſſes produced againſt him, but is not to Examin any Witneſſes on his own part, unleſs he ſhall ſatisfie the Court, touching ſome matter of fact neceſſary to be proved, for clearing the truth: In which Caſe the Court, if there be Cauſe will give leave to Examin to ſuch particular Point

ſe

ſet down, and the other ſide may croſs Examin ſuch Witneſſes, but the Interrogatories on both ſides are to be included in the Commiſſion.

Upon every Examination, and proof of Contempt referred to a Maſter, the Maſter in his Certificate to the Court thereof ſhall likewiſe aſſeſs, and certifie the Coſts without order or Motion.

Where Oath ſhall be made of Miſdemeanour, in beating and abuſing the Party upon ſerving Proceſs or Order of Court, the Party ſhall ſtand committed upon Motion: And no Examination is in that Caſe to be admitted. Commitment.

When Affidavit ſhall be made by two perſons, of Scandalous or Contemptuous words againſt the Court on Proceſs, the Parties offending ſhall likewiſe ſtand committed upon Motion without further Examination; and a ſingle Affidavit ſhall be ſufficient in that Caſe to ground an Attachment, whereupon ſuch perſon ſhall be brought in to be Examined: And if the Miſdemeanour ſhall be confeſt or proved, he ſhall ſtand committed till he ſatisfie the Court, and pay the Proſecutors their Coſts.

And if he ſhall not be found Guilty by the Oath of the Party, he ſhall be diſcharged; but without Coſts, in reſpect of Oath made againſt him.

Impriſonment upon Contempt for Matter paſt, may be diſcharged of Grace, after ſufficient Impriſonment, or may be otherwiſe diſpenſed withal.

But where the Impriſonment ſhall be, for Non-performance of an Order of Court in force; Then the perſon ſo in Contempt ought not to be diſcharged, except he firſt obey, only the Court may firſt diſpenſe with the Contempt for a time.

Injunction.

It is either to ſtop proceedings at Common Law, which is the General acceptation, or elſe to gain the poſſeſſion of Land.

In ſome Caſes it is ſubſequent to the Decree.

The Court on Filing the Bill, before any *Subpœna* ſerved, or Affidavit that the Defendant commits Waſt, will grant an Injunction; where it ſtays proceedings at Law, in ſome caſes where Iſſue is before joyned, it gives leave to go to Trial and Judgment, but ſtays Execution.

Where the Matter of Law is tried, it bars them from Judgment.

Where there is Judgment and that Executed, it will ſtay the Mony in the Sheriffs Hands.

It is procured either upon ſome Writing, or Matter of Record plainly appearing, or upon any old Debt that has ſlept long, the Creditors and Debtors being both dead, where the Defendant doth not appear, but ſits an Attachment.

If he appears, and Anſwers not the Bill, or confeſſes ſo much as is inſufficient, where either the Defendant is beyond the Seas, or being in the Kingdom, abſents himſelf ſo that he cannot be ſerved, then the Court will Order a *Subpœna* to be left with his Attorny

torny at Law, which ſhall be allowed as ſerved on the Party, and an Injunction will be had againſt him by the ſame Rules, as if he were preſent.

Where the Defendant ſwears a certain Sum of Mony due to him by his Anſwer, the Court will not grant an Injunction without bringing it into Court; and gives time to bring it in according to the diſtance of the Party, &c. and to ſtay in the mean time.

Where Timber is unjuſtly felled, Antient Meadow ground plowed up not in 20 years before, or for Maintenance of Incloſures kept in 20 years before, there it is grantable according to the Caſe.

Where an Injunction is granted to give Poſſeſſion, it is granted of Houſe and Lands only, and not of Rights or ſuch like, and it is not to be granted before the Hearing of the Cauſe, unleſs upon Oath that the Party was in Poſſeſſion at the time of the Bill put in, and then only if that Poſſeſſion be had then and 3 years before, and at the time of the Motion, and not to be Extended to the Poſſeſſion of thoſe from whom he claims, and this ſhall not hinder the Defendants Suit in Law, making of Leaſe, taking of a Declaration, &c. and Injunction where the Plaintiff delays his Suit, to be diſſolved again.

Where it is granted upon Merit of the Cauſe, or upon Special Cauſe in Equity, it is to ſtand till Hearing, unleſs the Plaintiff delays his Suit.

Injunction.
Where grantable.
How ſerved.
How diſſolved.

The Injunction must be ſerved either on the Party himſelf, his Councellor, Attorny or Sollicitor, as the Law requires, and the ſerving it is by delivering a Copy, and ſhewing the Writ.

Where the Injunction is diſobeyed, Proceſs of Contempt goes out as in other Caſes.

If the Injunction be for want of an Anſwer, Certificate muſt be, that the Anſwer is Filed: And unleſs further Cauſe ſhewn, 'twill be diſſolved upon Motion.

Note. Note, Notice muſt be given to the Plaintiffs Clerk, 2 Days before Motion, as in other Caſes; and if no Cauſe ſhewn on the Days appointed, it may be moved again a little before the Court riſes to make the former Order abſolute; if in Term, and a Rolls day, it muſt be moved there.

There muſt be Affidavit of Service, if not given to the Councel before he move, muſt be ſhewn to the Regiſter before the Order can be drawn up, in caſe it can be granted.

References. The Matters briefly under Reference are inſufficient Anſwers, or Matters of Account, Contempt or Abuſe of the Court.

Where there is a Plea to the Juriſdiction of the Court, there no Reference may be had to Anſwer, but it muſt be heard before the Lord Keeper himſelf.

After the Maſter has ſeen the Order, he uſually grants out a Warrant, which is ſerved on the Clerk on the other ſide, whereby he gives notice of the time of his Hearing

ing the Cauſe, where the other ſide may with their Councellors and Sollicitors, as they ſee Cauſe attend: If they do not, he grants a ſecond Warrant peremtory, and if they attend not on that if preſſed by the other ſide, he may make a Report *ex parte*.

The Report it ſelf is very brief, and with ſome Opinion if the Caſe be not very doubtful: And if ſo, then it muſt ſet forth the Special Cauſe. Reports.

The Report of the Maſter upon Reference, muſt not exceed the Order of Reference.

In all Matters referred to a Maſter, their Certificate not being to ground a Decree, if poſitive, is to ſtand, and Proceſs may be taken out to inforce a performance thereof without further Motion, unleſs the adverſe Party obtain ſome Order in Court, to controul or ſuſpend the ſame: And in caſe of an inſufficient Anſwer certified by the Maſter, the Plaintiff may immediately take out Proceſs againſt the Defendant for Coſts, and to make a better Anſwer.

In caſe of Appeal from Certificate or Report, he muſt File his Exceptions thereto with the Regiſter, and depoſit with him 40 ſhillings, and obtain an Order for ſtay of procedings upon the Report, and if the Court ſhall not alter the Maſters Report, then the 40 ſhillings depoſited, to be paid to the Party defending the ſame, with ſuch increaſe as the Court ſhall find cauſe to impoſe, otherwiſe to be reſtored to the Party appealing, and both without charge.

Upon the depoſiting the 40 ſhillings, the Regiſter gives a Certificate, for which he hath one ſhilling, and upon Motion and produing the Certificate, the Court will order a ſtay of proceedings.

A Report before Hearing is.

A Report after Hearing is, 25 *s.*

Motions. In what Caſes Notice muſt be given, To diſſolve an Injunction, To diſcharge an Order, And to obtain an Injunction upon the Merits.

How long time for notice, (*viz.*) 2 Days.

In what Caſes it muſt be perſonal, to take Monies out of the Court.

If moved without notice, the Court gives Day to ſhew Cauſe.

What Fees are paid upon a Motion. None.

It is Ordered, That a Report be Confirmed *Niſi cauſa, &c.* on the ſecond Seal.

Q. 1. Quære, *If no Cauſe ſhewn, whether it ſtands* ipſo facto *Confirmed, or needs a ſecond Motion?*

R. *Anſwer*, You muſt produce Affidavit of Notice, and a Certificate from the Regiſter, that there is no Cauſe ſhewn.

Q. 2. Quære, *If a ſecond Motion, with Certificate to be given of Notice; or whether it may be moved without?*

R. *Anſwer*, You muſt produce Affidavit of Notice, and a Certificate from the Regiſter, that there is no Cauſe ſhewn.

3. Quære,

3. Quære, *If a ſecond Motion, whether it may not be moved at the latter end of the ſecond Seal, there being no Cauſe ſhewn?* Q.

Anſwer, It may be moved at the Riſing of the Court, and it will be granted, if Cauſe be not ſhewn before the Court Riſes, on Affidavit only, without Certificate. R.

4. Quære, *If a Report or Order be Confirmed by Motion, and good Equity afterwards appear againſt it, what Courſe is to be taken to ſet it aſide?* Q.

Anſwer, Firſt Report needs Confirming but what is to ground a Decree: Then if there be a Decree, the Report ſigned and enrolled, it cannot be altered but by Bill of Review. R.

But if there be no Decree Enrolled on the Report, the Court according to the Exigency of the Caſe, it may be, will admit of Exceptions to the Report; but it is not eaſily done.

Where an Order ſhall be made, and the Court not Informed of the laſt Material Order, no benefit ſhall be taken by ſuch Order, as being ſurreptitiouſly procured; and to that end the Regiſter doth mention the laſt former Order in the preſent Order. Orders.

An Order made of the General Rule, muſt ſet down the Special Reaſons of it.

No Order ſhall be explained by Petition, but by publick Motion, both parties being heard.

All

All Orders drawn up by the Regiſters, are to be entred under the Regiſters hand in due time.

Where the Defendant and the Plaintiff agree it, an Order may be drawn by Conſent, the Clerk of the Cauſe keeping of it by him for his Warrant, and paſſes a Copy; if there be a miſtake in the Notes, it is to be help'd by Motion.

Drawings up Orders.

If the other Side beſpeak a Copy, 4 days are allowed to Return it.

If the Regiſter do not paſs the Order, according to the Direction of the Court, or Petition, the Lord Keeper or Maſter of the *Rolls* before whom it was made, may appoint a time for both Sides with the Regiſter, to attend the ſetling of it.

Suit in *Forma pauperis.*

The Courſe to obtain the Admiſſion, is by way of Petition to the Lord Keeper or Maſter of the *Rolls*, who Subſcribes it, the party having made Oath that he is not worth Five pounds, and aſſigns him Counſel and Attorney.

The Counſel and Attorney for *Pauper* may not refuſe, but muſt attend their buſineſs, unleſs they ſhew Cauſe to the Court why they cannot do ſo. They muſt always have their Order of Admiſſion with them, and firſt move, before any other move: And it hinders not, but that they may, if they have any other Motion, make it afterwards. No Counſel, Attorney or Officer of Court appointed to be for a *Pauper*, is to take or contract for any thing of him: And the *Pauper* that can be proved to have given or contracted is *Depauperated* for ever.

If a *Pauper* ſell or contract for his Suit, or any part thereof, his Bill ſhall be diſmiſſed, and never after retained.

Firſt, To Exhibit a Bill, and ſhew a Title to the thing, and that the Witneſſes to prove it are Old, and not like to live long, whereby he is in danger to loſe it; and then pray a Commiſſion into the Country, to Examine them, and a *Subpœna* to the parties intereſſed, to ſhew Cauſe if they can to the contrary. Examining in *Perpetuam rei memor*ª.

The Depoſitions ſhall not be made uſe of, or given in Evidence againſt any other but the Defendants, who were warned to defend it; or ſome claiming under him or them ſome Intereſt which accrued to him after the Bill preferred. *Tothill* 189, 190, 191, 192.

Firſt, Serve the party with the Decree it ſelf, under Seal of the Court, by delivering a Copy thereof, and ſhewing him the Seal; and if he do not yield Obedience, take out Proceſs of Contempt, as in other Caſes. Execution of a Decree.

The party being taken, is to be ſtraitly Impriſoned, and not to be at Liberty till he obey, (*viz.*) That he perform that part of the Decree, which is preſently to be done, and give Security to perform that part which is to be done for the future.

Where the Decree is for payment of a Sum of Money, it muſt be demanded by the Plaintiff himſelf, or he that ſerved it muſt have a Letter of Attorney to receive it. Where the Decree is for Land, and the party remains

remains obſtinate after his Impriſonmen the Court doth uſe to grant an Injunctio for the poſſeſſion, the Decree being diſobe ed.

After it is Served, and Oath made there the Court will grant a Commiſſion to ſom Juſtices, and (if need be) a Writ of Aſſiſtan to the Sheriff to put him in Priſon. *Cary* 3,4. *Tothill* 56,57.

Where this Injunction is granted for po ſeſſion of Lands, and the party ſits out the Proceſs of Contempt, and cannot b found out by the Serjeant at Arms, or mak a Reſcue, a Sequeſtration ſhall be granted the Land. *Tothill* 107.

This Sequeſtration is ſometimes grante as well of Goods, as the Profits of a man Lands, and that for his wilfulneſs in ſtand ing in Contempt, as well where it is for di charge and payment of Debts and Duties as where the Decree is for payment of Sum of Mony.

To prove a Will in *Chancery*.

Firſt, Note the occaſion of it; it is only where Lands are deviſed by Will, and if ſuch Will be not proved in *Chancery* the Deviſe void.

The way is firſt, to Exhibit a Bill againſt the Heir at Law, which muſt ſet forth the Will.

The Defendant having Anſwered, muſt proceed to Iſſue, as in other Cauſes, and then Examine the Witneſſes to it, or prove their Hands.

The

The Will must be put into the Examiners Office, where it is to remain; and Publication being past, the Cause is at an end.

Bill of Review.

It shall not be granted, unless the Decree be first obeyed and performed.

No Bill of Review shall be put in, except the party that prefers it enter into Recognizance with Sureties, for satisfying of Costs and Damage for delay, if it be found against him.

Where a Cause is dismist upon a full Hearing, and the Dismission Signed and Enrolled, it cannot be retained again but by Bill of Review, and that in some special Cases.

If a Decree be made against an Infant, not allowing him time to shew Cause after he comes of Age, 'tis Error.

No Bill of Review is grantable, but upon Error in Law, appearing in the Body of the Decree it self, without Averment or further Examination of any Matter of Fact, which might have been had at the time of the Decree, unless he there shew New Matter which had risen in time after the Decree, whereof the Plaintiff could not have advantage before; and then upon Oath made, that there is a discovery of such New Matter, this Bill by leave of the Court may be Exhibited.

Where the Decree is to yield possession of Lands, deliver Writings, or pay Mony, he must first perform this.

If

If the Decree be to Extinguish a Right convey Lands, release a Debt, acknowledg Satisfaction, or to cancel Records or Evi dences, or the like, it may be stayed by Order of the Court till the Bill of Review is determined.

No Witnesses, which either were or might have been Examined upon the former Bill shall upon the Bill of Review be Examined to any Matter. *Tothill* 173.

To Revive a Decree.

If the parties be in Privity of Blood to the first Parties, (*viz.*) as Heirs, or in Privity of Contract, as Executor or Administrator, it may be Revived by a *Subpœna*, in nature of a *Scire facias*, which is to be serve two days before the Return; and if no Cau be shewn at the Return of the *Subpœna*, will be ordered to stand Revived.

If neither in Privity of Blood nor Con tract, it must be revived by an Original Bill.

An Assignee cannot Revive.

CASE

CASES in *Chancery.*

IF the Executor voluntarily pay a Legacy, and after Debts appear, he cannot compel the Legatee in Equity to refund.

If a man pay his Debt voluntarily to the Bankrupt, he muſt pay it again: But if Recovered by compulſion of Law; *aliter.*

Tho an Executor aſſent to the Demiſe of a Term, and after Debts appear, and Aſſets are wanting, the Creditor ſhall in Equity have the Term.

A. gives ſeven Hundred pounds to the Children of her Daughter, and wills it to be paid among them after the deceaſe of her Daughter, and that the Daughter ſhall have the Intereſt during her life: The Daughter has three Children at the deceaſe of *A.* and hath one Child more after; one of the three Children dies, and *I. S.* takes Adminiſtration of his Eſtate, and then the Daughter dies.

Lord Chancellor held, That the Child born after the Deviſors death, could have no benefit of the Deviſe, becauſe that this was a preſent Deviſe *ſolvend' in futuro*, and the words [*Among them*] apportion the thing; and the Adminiſtrator of the dying Child ſhall have a ſhare, for it was a Deviſe in Common.

Bill

Bill againſt one by the Name of *Aſh*
Defendant pleads his Name is *Aſhley*, b
Over-ruled; for he having appeared by th
Name, he cannot now plead in Abateme
to the Miſnomer.

Bill Exhibited to have a New Trial,
regard that at the time of the former Tri
his Witneſſes were in *France*, and could n
be had here at the time of the former Tri
But the Verdict was pleaded and allowe
for elſe no end of Suits; but before the Tri
the Court would have ſtayed them.

Where the Mortgagee exhibits his Bill,
compel the Mortgagor to redeem, or
foreclose him: If the Mortgagor redeem,
muſt pay all Coſts; but if he redeem not,
Mortgagee ſhall recover none.

If one Demiſe in Fee, and then leaſe
years; this is only a Revocation *quoad* t
Term.

If Truſtee refuſe to Execute a Truſt, t
Court will Execute it in his ſtead.

If a Leaſe for 30 years be made to
rendring Rent, with Clauſe of Re-entry,
it be in Arrear, *A.* Leaſes part to *B.* rendri
Rent, and after *A.* neglects to pay his Re
to the firſt Leſſor, ſo as he Re-enters a
avoids the firſt Leaſe, and by conſequen
the Leaſe to *B.* If the Leſſor make a ne
Leaſe to *A.* he ſhall be compelled to make
new Leaſe to *B.* for ſo many years as were
be expired of his Leaſe.

If a Feme Covert comes into *Chancer*
and is Examined, and Conſents to a Decre
it ſhall bind her, as well as a Fine upo
Ex

Examination of her in the Common-Pleas.

A Freeman of *London* purchaſes a Leaſe for years of ſome Houſes in *London* for Seven hundred pounds, and afterwards for One hundred pounds more buys in the Inheritance, and takes the Conveyance of it in another's Name, in Truſt, for him and his Heirs, and dies.

The Queſtion was, Whether this Leaſe be within the Cuſtom of *London*, to be deviſed as a Chattel: For they Agreed, That a Leaſe for years aſſigned over to attend the Inheritance, is not within it: And the Chancellor's Opinion was, That no more is this Leaſe, for its knit to the Inheritance.

Hill. 1682.

Agreed to be the Practice of the Court of *Chancery*, that if the Mortgagee lends more Mony upon the Mortgagor's Bond, he ſhall not redeem without he pay off the Bond too. And ſo if *A.* Mortgage to *B. Black-Acre*, which happens to be ſcarcely worth the Mony lent upon it; and *A.* alſo Mortgages to *B. White-Acre*, which is much better than the Mortgage-mony: If he Exhibits his Bill to Redeem both, he ſhall redeem both or none; but *aliter* in caſe of two Bonds.

Legacies given to *A. B. C.* to be raiſed out of the Perſonal Eſtate, and out of the profits of a Leaſe, the Legacy to *A.* to be firſt paid. Reſolved, That the words [*To be firſt paid*]

are only in reſpect of Time, and not to the intent that *A.* ſhall be entirely paid, tho' there be not enough for ſatisfaction of other Legacies, but they ſhall all Abate proportionably. And ſo it is of a Limitation, for payment of younger Childrens Portions; but if the Eſtate, after ſome are paid, become deficient by the fraud or ill management of the Truſtees, where it was ſufficient at the firſt; there the Legatees or Children that were firſt paid ſhall not refund.

Specifick Legacies muſt contribute towards payment of Debts; but not to other Legacies, if the Eſtate fall ſhort.

A. being indebted, Conveys to *B.* provided if *B.* pay not his Debts within ſeven years, the Eſtate to be void, the Creditors bring their Bill to compel a preſent ſatisfaction out of the Lands, and decreed they ſhall; and the Defendant hath not Debtors to have them paid preſently, and his perſon diſcharged.

A. by his Will gives Eight hundred pounds to *C.* to be paid by his Executors, when *C.* ſhall attain One and twenty years of Age; the Infant by his Guardian Exhibits a Bill to have the Legacy ſecured; and decreed accordingly.

The Lord Keeper *North* declared, That he would obſerve this as a Rule, That where there is an Injunction till Anſwer, and an Anſwer comes in, by which it appears there are Moneys due to the Defendant; tho' the Anſwer be Ruled Inſufficient upon Exceptions, yet he will not

not continue the Injunction, but prays he may Examine, to preſerve Teſtimony. And this held ill upon Demurrer, becauſe not ſhewn to what he would Examine.

4 *Jan.* 1684. *Bleſco* contra *Sawyer.*

Dicitur,

By Counſel, That if a Woman ſave mony out of her ſeparate Maintenance, ſhe may give it to whom ſhe pleaſes.

In the Caſe of the Lady Danby.

Dicitur,

That if one be Intituled to Dower, ſhe ſhall Redeem the whole; for it ſhan't be Redeemed by parcels.

T. purchaſes of *A.* and pays part of the Mony, and gives Bond for the reſt, and an Agreement is in the Bill, That *A.* ſhall keep the Deeds till all the Mony be paid; *T.* becomes Bankrupt; and Aſſignees of Commiſſioners bring a Bill for to have the Writings delivered up.

Lord Keeper, If there were no ſuch Agreement, yet by a Natural Equity he may keep them till the Purchaſe-mony is paid, and you cannot have them till that is done.

WRITS
AND OTHER
PROCESS
IN THE
HIGH COURT
OF
Chancery.

A Subpœna for the Defendant to appear, and bring in ſuch Writings as he hath confeſſed in his Anſwer.

Gulielmus & Maria, &c. C. D. ſalt'm Quibuſd'm certis de cauſis coram nob in Canc' nr' ꝓpoſitis Tibi mandamus firmiꝭ injungend' q' omnibꝫ alijs ꝓtermiſſis & excuſac'one quacunq; ceſſand' in ꝓpria ꝑſona tua ſis coram nob in Canc' noſtra, &c. ubicunq; tunc

fuerit pferens tecum tunc & ibm in dicta Canc nram quedam facta & scripta que per responsionem tuam ad querimon A. B. nuper in Cancellaria nra exhibitam in manibus & custod tuis remanere confessus es vel tunc & ibm bonam & sufficientem causam in contrariu inde ostendend vel ostendi faciend juxta direccionem cujusdam ordinis in eadm Cur Canc nre inde dice Quer & pfat Defend face & reddie gerend dat decimo die Novembris, &c. Teste, &c.

Subpœna to pay Costs for not putting in a Bill.

Gulielmus & Maria, &c. A. B. salutm precipimus tibi firmie injungend q̃d imediate post receptionem hujus bris nri vel notic inde per te habie solvas seu solvi fac W. D. aut latori hujus bris in hac pte assign (tal sumam) legis monet Anglie sup te taxat & assessat p Cur Canc nostr apud Westm pro missis & custag suis que sustinuit occone comparencie sue super pcess de Subpena ad sectam pfat A. B. & nulla Billa supinde exhibie Et hoc nullatenus omitt Subpena, &c.

Subpœna to hear Judgment.

Rex & Regina, &c. R. J. salutm precipimus vobis firmie injungend q̃d excusacone quacunq; cessand in ppr personis vris sitis coram nob in Canc nra, &c. ubicunq;

cunq; tunc fuerit (tali die & tali ſeſſione) ad audiend judicium & finalem determinationem, &c. ine M. N. Quer & te pfat A. J. Defend adhuc indeterminat pendent Et hoc nullatenus omitte, &c.

Subpœna to ſhew Cauſe why a Decree ſhould not be revived.

Rex & Regina, &c. W. B. ſaltm Quibuſdm certis de cauſis coram nob in Canc nra propoſitis tibi pcipimus firmit injungend qd omnib; alijs ptermiſſis & excuſatone quacunq; ceſſand in ppr perſona tua ſis coram nob in dict Canc nra (tali die) ubicunq; tunc fuerit ad oſtendend bonam & ſufficiente cauſam quare quoddm Decret & proceſs ſup eodm verſus te in pdca Canc nra antehac fact non revivificat forent ine A. B. quer & te pfat defend geren dat (tali die) ulr preterit & ad ulterius faciend & recipiend quod dca Cur nra Canc pd in ea parte cons Teſte, &c.

An Injunction to ſtay proceedings at Common Law, for not appearing.

Rex & Regina, &c. W. B. ac omnib; & ſingulis Conſiliar Attorn & Sollicitat ſuis quibuſcunq; & eorm cuilibt ſaltem Oſtens eſt nobis in Curia Cancellar noſtr ex parte A. H. quer qd cum ipſe quer per quandm ſuam querimon coram nobis in Curia nra pdict verſus te pfat

fuerit pferens tecum tunc & ibm in dicta Canc nram quedam facta & scripta que per responsionem tuam ad querimon A. B. nuper in Cancellaria nra exhitam in manibus & custod tuis remanere confessus es vel tunc & ibm bonam & sufficientem causam in contrarid inde ostendend vel ostendi faciend juxta direcōnem cujusdam ordinis in eadm Cur Canc nre inde dicte Quer & pfat Defend face & reddie gerend dat decimo die Novembris, &c. Teste, &c.

Subpœna to pay Costs for not putting in a Bill.

Gulielmus & Maria, &c. A. B. salt pcipimus tibi firmie injungend qd imediate post receptonem hujus bris nri vel notic inde per te habie solvas seu solvi fac W. D. aut latori hujus bris in hac pte assignd (tal summam) legis monet Anglie sup te tax & assessat p Cur Canc nostr apud Westm pro misis & custag suis que sustinuit occone comparencie sue super pcess de Subpena ad sectam pfat A. B. & nulla Billa sup inde exhibie Et hoc nullatenus omitt Subpena, &c.

Subpœna to hear Judgment.

Rex & Regina, &c. R. J. salt pcipimus vobis firmie injungend qd excusatone quacunq cessand in ppr personis vris sitis coram nob in Canc nra, &c. ubicunq

cunq; tunc fuerit (tali die & tali ſeſſione) ad audiend judicium & finalem determinationem, &c. inc M. N. Quer & te pfat A. J. Defend adhuc indeterminat pendent Et hoc nullatenus omitte, &c.

Subpœna to ſhew Cauſe why a Decree ſhould not be revived.

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An Injunction to ſtay proceedings at Common Law, for not appearing.

Rex & Regina, &c. W. B. ac omnib; & ſingulis Conſiliar Attorn & Sollicitat ſuis quibuſcunq; & eorm cuilibt ſaltem Oſtens eſt nobis in Curia Cancellar noſtr ex parte A. H. quer qd cum ipſe quer per quandm ſuam querimon coram nobis in Curia nra pdicc verſus te pfat

W. B. nuper exhibit relevid sibi petibil adhiberi de & concernen materijs in eadm contenc Ac tu pfat defend cum hr nrō de Subpena debit inservit existen nondum comperuisti sed in contempt dict Curie sistis velut per sacrament satis fidedignū apparet unde versus te emanat est hr nostrum de Attach Interim vero sead ad Communem Legem p materijs pdictis prosequeris minus juste ut accepimus Nos ad hec consideracōnem hentes tibi igitur pfat W. B. ac vobis pfat Consiliar Attornat & Sollicitatorib tuis & vestrū cuilibet sub pena ducentar librard de Terris Bonis & Catallis vris & cujuslibt vestrum ad opus nostrum levand firmit injungend pcipimus qō ab omni ulteriori prosecucōne quacunq ad Communem Legem de pro vel concernen aliquib materijs in queremon pdict contenc & specificat desistatis & quilibt vestrum desistat donec & quousq Tu pfat defend queremon pdict directe & perfecte responderis & pro contempt tuo satisfeceris dictae Curia nostra alit ordinaverit in hac parte Et hoc subpena pdict, &c.

An Injunction for the insufficiency of the Defendants Answer.

Rex & Regina, M. N. ac Consiliar, &c. ostens est nobis in Cur Cancellar nostr ex parte J. T. quer quod cum idem quer per quandam querimoniam suam coram nobis in dcā Curia nostra hlus te pfat

M.

M. Defend nuper exhibit relevium sibi petijsset adhiberi de vel p̄z̄o materijs in eadem content Quodq; tu p̄fat defend in dilacionem p̄cels ipsius Querentis responsionem invalidam & minus insufficien querimon p̄dict adhibuisti velut ex relacione J. T. Mil unius Magistrorum Curie p̄dict nobis in ea parte constet apparet Et nihilominus secit ad Communem Legem de vel p̄z̄o materijs p̄dictis p̄zsequeris minus juste ut dicitur Nos ad hec considerac̄onem hentes tibi igitur p̄fat M. N. Consiliar, &c. subpena ducentarum libr̄arum de terris, &c. (ut p̄antea.)

An Injunction for not answering upon an Attachment.

Rex & Regina, &c. J. S. Ar Conciliar, &c. salute Ostens, &c. ex parte T. T. qd cum ipse quer̄ p quanda suam querimon coram nob in Cur Cancellar nostr p̄d ⁊ius te p̄fat J. S. nuper exhibit relevid sibi perivit adhiberi p̄z̄o materijs in eadm content ac licet br̄eve nostrum de Subpena ad comparend & querimon p̄dict respondend sup te execue fuit nondum tamen respondisti sed in contemptu nostri dictæq; Curie nostre ⁊istis manifeste unde versus te emanac est br̄eve nostrum de Attach interim tamen sectam ad Communem Legem versus p̄d Quer p̄z̄o materijs p̄dictis p̄zsequeris minus juste ut accepimus Nos ad hec cons hentes Tibi igitur p̄fat J. S. ac vobis p̄fat Consiliar, &c. (ut in al.)

An

An Injunction where the Mony is paid in Court upon a Verdict obtained at Common Law.

Rex & Regina, &c. ostens, &c. (tali die) ex parte W. W. Quer ⁊lus te pfat L. Q. quod tu pfat Defend veredictum obtinuisti ad Communem Legem ⁊lus pfat Quer p viginti & quinq; libris quas ipse Quer in manus tuas persolvere voleba ita ut hre de injunctone emanaret ad retard dand prosecuton super veredictum pdict Odq; cum Consiliar tui pfat defend acce pissent tunc ordinat erat super solucom dictarum pecuniar & custag pdict in ea parte constitue dict hre de Injuncone re maneret Jam quia dictus Quer secund directonem ordinis pdict in Curia ptulit pdictam summam vigint & quinq; libr cum custag pdict velut per certificaco nem Hastiarij dicte Curie nostre plenius liquet Nos ad hec, &c. Tibi igitur pfat L. Q. ac vobis pfat Consiliar, &c. Subpena, &c. de terris, &c. pcipimus q ab omni ulteriori plecuone quacunq; ad Communem Legem de pro vel super veredictum pdict adhuc penitus desistes desistetis & quilibt vrum desistet donec materia pdicta coram nobis in Cancellaria nra predict plenar audit & determinat fuerit Et hoc, &c.

A

A Certiorari to remove a Cause from the Mayors Court of *London*.

Rex & Regina, &c. Majori Aldermannis & Vic' London salt'm Volentes certis de Causis Certiorari de & super quandam peticonem sive Billam queremon' coram vobis seu vestrum aliquo versus R. L. ad sectam W. B. nuper exhibit' & modo pendent' vobis mandamus q̃d peticonem seu Billam p̃dcam cum omnibus ea tangent' quibuscunq; nominibus partes p̃dict' censeantur seu coru' aliquis censeatur nobis in Cancellar' nostr' adeo plene & integre prout in custodia vra vel alicujus vrum nunc resident sub Sigillis vris distinct' & aperte mittatis indilate & hoc breve ut ulterius inde fieri faciamus quod de jure fuerit faciend' Teste, &c.

A Procedendo to the Mayor of *London* after a Cerciorari.

Rex & Regina, &c. Majori Aldermannis & Vic' London salt'm Cum vobis per breve nostrum nuper precepimus q̃d quandam Billam Anglicanam unacum omnibus ea tangent' in Curia nostra coram vobis secundum consuetudine' Civitatis p̃dict' versus R. R. defendentem ad sectam W. P. Quer' pendeb' nobis in Cur' Cancellar' nostr' ad certum diem jam preteritum certificetis quibusd'm tamen certis

certis de causis nos specialiter move
vobis mandamus qd̄ in materia p̄dict
inter partes p̄dict̄ breui nostro p̄dcō n
obstante ea celeritate qua poteritis p
cedatis Teste, &c.

A Commission to assign a Guardian for
Infant.

Gulielmus & Maria, &c. Dilectis,
salutem Cum J. T. Quer quandam
titionem coram nobis in Cancellaria
versus R. L. Infantem Defendentem
fra etatem nuper exhibuerit sciatis
nos de fidelitatibus & prouidis circu
spectionib⁹ vestris plurimum confiden
damus vobis tribus vel duobus vrm
potestatem & authoritatem in comp
mentum cujusdm ordinis dicte Cur
inter partes p̄dict̄ tacē gerend̄ dac, &c. p
Guard̄ p̄fac R. L. Infand quem
fans p̄dict̄ elegit ad respondend̄ & defe
dend̄ dict̄ sectam p̄fac quer admittend̄
assignand̄ Et ideo vobis, &c. quos
hoc prouideritis Infantem p̄dcum coram
vobis tribus vel duobus vestrum veni
faciac & evocetis ac Guardian Infa
p̄dict̄ admittetis & assignetis Et cum
feceritis nos de nomine Guardian p̄d
dcam Cancellariam nostram a die, &c.
ubicunq; tunc fuerit, &c. distincte & aper
te reddatis certiores hoc bre eciam
mittend̄ Teste, &c.

Commiſſion to take an Infants Anſwer from his Guardian.

Gulielmus & Maria, &c. Dilectis ſibi, &c. T. J. Querens quandam petiçonem nobis in Cur Cancellar noſtr ſius R. R. Infantem per Guardianum Defendentem nuper exhibuerit eidem Defendenti per bzeve no-, &c. Sciatis qd dedimus vobis vel duobus veſtrum poteſtatem & itatem ipm Defendentem per rdiand pd de & ſuper materiam pe-is pd cum tenoze, &c. Et ideo vo-, &c. quos ad hoc pzovideritis ad pfac end Guardiand Infant pdict ſi com-e ad vos, &c. accedatis ac ipm De-entem per Guardiand ſuu de & ſup eria petiçonis pd ſuper Sacramentu rdiani Infantis pd face per ipſum s coram vobis, &c. diligenter exami-is reſponſionemq ſuam eidem petiçoni recipiatis & in ſcriptis in pergame-redigatis, &c. eum nobis in Cancella-am noſtram, &c. ubicunq tunc fuerit, &c. ſte, &c.

Writ to the Sheriff to raiſe a *Poſſe Cimitatus* to take poſſeſſion, and give it to the Complainant according to an order of Court.

ſter & Regina, &c. Vic W. ſaltm Cum r quandam; ozdinaçonem capt in Can-llaria noſtra (tali die) int J. J. Quer

Quer & T. S. & al Defendentes ozdina
fuit qd pdice J. J. & Assignat sui p
cifice & quiete haberent gauderent & o
cuparent unum Weluagium sive Ten
mentum cum ptin jacen & existen in
& O. in Comitatu pdicto inter parte
pdictas in Cur nostra pdice in controve
sia dependen indecisa absq; vexatione m
lestatione sive interruptione pdice T. &
sive aliquarn personarum sub titulo i
teresse jure vel pzocuracone suis dom
materia inter partes pdictas in Curi
nostra pdicta finaliter determinetur
quia nos ex Testimonio fide dignoz a
cepimus qd diverse alienigene ignot i
habitane extra Comitat W. per pzoc
racon pdice Defenden ut asseritur poss
sionem Weluag & Tenemene pd vi
armis ac manufozti tenent in defraud
tionem & contempe ozdinis pdicte
ipsum J. J. & Assign suos extra po
sessionem Weluagij & Tenementi pdi
custodiunt contra fozmam & effectum o
dinis pdicte Tibi igitur pcipimus q
immediate post recepcionem hujus b
assumpe tecum sufficien potestat Com
tat nostri W. pdice in pzopzia persona tu
ad Weluagiu pdice sive Tenementum
accedas & Attachiari & Arrestari facias
qualcunq; personas ibidem inveneris po
sessionem Weluagij Tenementi sive Terr
pdice sive alicujus parcell tenentes & eo
ac cozum quemlibet de die in diem duc
facias usq; Pzisonam nram de le Flee
Guardiano nostro ibidem deliberand &

ibidem

ibidem moꝛatur quousq; de coꝛd̄ deliberatione aliter duximus oꝛdinand̄ Ac ulteriꝰ tibi p̄cipimus firmiter injungend̄ qd̄ inde p̄dict̄ J. J. & Assign̄ suos in pacifica & quieta possessione ejusdem de tempoꝛe in tempus manuteneas donec aliter inde a nobis habueris specialit̄ in mandatis Et quid inde fieri feceris nobis, &c. Teste, &c.

A Commission to examin Witnesses in *perpetuam rei memoriam.*

Gulielmus & Maria, &c. salt̄m Cum J. B. exhibuit coꝛam nobis in Cancellaria nostra quandam petitionem ut quidam testes versus te examinarent Et ne tibi in p̄judicium cederet tibi p̄cipimus firmit̄ injungend̄ qd̄ omnibus alijs p̄termissis & excusacone quacunq; cessand̄ in p̄apria persona tua vel per tuum Attoꝛnatum aut Deputat̄ sis coꝛam nobis in Cancellaria nostra intra quatuoꝛdecim dies imediate post recepc̄onem hujus bꝛevis Teste nob ipsis apud Westm̄ vicesimo secundo die Maij Anno Regni nostri secundo.

Directio Attach' ad Gatehouse Westminster.

Rex, &c. Ballivo Libertatis Decani & Capitul̄ Eccles̄ie Collegiate Sancti Petri Westm̄ sive ejus Deputato ibidem salutem, &c.

The

The Porter attending His Majesties Council in the Marches of *Wales*.

Rex, &c. A. B. Armiger Custodi Pri-sone nostre de le Porters Lodge infra Mar-chias Wallie sive ejus Deputato ibidem salutem Tibi mandamus qꝺ corpus A. B. Attach, &c.

To the *Fleet*.

Guardiano Prisone nostre de le Fleet sive ejus Deputat' ibidem salutem.

Directio Honoris & Castri Windsor'.

Rex, &c. Georgio Duci Buck' Pclari Ordinis Garterij Milit' magno Admirat' Anglie Domino Guardiano Quinq; Por-tuum Constabulario Honoris & Castri nri de Windsor Ac Custodi totius Foreste ibidem sive ejus Deputato ibidem sa-lutem.

Directio pro Attach' ad Turrim London'.

Constabulario suo infra Turrim nostram London vel ejus locum tenenti ibidem salutem, &c.

Directio ad Barwic'.

Majori Ballivis & Burgensibus Bur-gi Barwici super Twedam.

At-

Attachment.

Rex, &c. Vicecomiti Ville Novi Castri sup Tinam salutem pzecipimus tibi qd Attach Johannem Bowes ita qd eum habeas cozam nobis in Cancellaria nostra (the return) ubicunq; tunc fuerit ad respondend nobis tam de quodam contemptu p ꝑfatum Johannem nobis illac ut dicitur quam super hijs que sibi tunc & ibidem objicientur Et ad faciendum ulterius & recipiendum quod dicta Curia nostra considerabit in hac parte Et hoc nullatenus omittas Et habeas ibi hoc bzeve Teste, &c.

The Direction of an Attachment into *Chester*.

Camerario Comitatus Palatin nostri Cestr sive ejus Deputato ibidem salutem vobis mandamus qd per bzeve nostrum sub sigillo nostro Comitatus Palatin nostri ꝑdice Vicecomiti nostro ejusdem Comitatus detis in mandatis qd Attachias A. B.

Label { Camerario Comitatus Palatin Cestr sive ejus Deputato Attach, &c.

The Direction of an Attachment to *Lancaſter.*

Rex, &c. Cancellario Ducatus noſtri Lancaſtr ſive ejus Deputato (ut in ceteris) ut ſupra.

If to the Marſhalſey.

Mareſcallo Mareſcalcie Curie noſtre coram nobis tenendi ſive ejus Deputato ibidem ſalutem precipimus, &c.

Tabel { Mareſcallo Mareſcalcie, &c. Attach.

If to the Biſhop of *Durham.*

Rex, &c. Reverendo in Chriſto Patri Johanni Domino Epiſcopo Dunelmenſis ſive ejus locū tenend ibidem ſalutem vobis mandamus qd per breve noſtrum ſub Sigillo noſtro Epiſcopatus pdicē debite conficiend Vicecomiti Dunelmen pdicto detis in mandatis qd Attach A. B. Ita, &c.

To the King's Bench Priſon.

Rex, &c. Mareſcallo Mareſcalcie Priſone noſtre Cur noſtre, &c. ſive ejus Deputato ibidem ſalutem, &c.

Di-

Directio Ville Windſor.

Rex, &c. Majori & Ballivis Ville ſue de Nova Windlor ſalutem, &c.

A Proclamation.

Rex, &c. Vic' Eboꝛum ſalutem pꝛecipimus tibi qꝺ in omnibus locis infra Ballivam tuam tam infra Libertates quam extra ubi magis expediri videris ex parte noſtra publice pꝛoclamari fac' qꝺ A. B. ſub pena ligeancie ſue coꝛa nob in Cancellaria noſtra in quindena Paſche pꝛ' futuꝝ ubicunq; tunc fuerit perſonaliter comperat Et nihilominus ſi pꝛefat' A. interim invenire non poterit ipſum Attach ita qꝺ eum habeas coꝛam nobis in Cancellaria noſtra pꝛedicta ad diem pꝛedictum ad reſpondendum nobis tam de quodam contemptu per pꝛefatum A. nobis illac ut dicitur quam ſup hijs que ſibi tunc & ibidem objicientur Et ad faciend ulterius & recipiend quod dicta Cuꝝ conſideraverit in hac parte Et hoc nullatenus omittas Et heas, &c.

Subpœna Scir' Fac'

Rex, &c. A. B. ſalutem Quibuſdam certis de Cauſis coꝛam nobis in Canc noſtra pꝛepoſitis Tibi pꝛecipimus firmiter injungend qꝺ omnibus aliis pꝛetermiſſis & excuſacoñ quacunq; ceſſante in

ꝓpꝛia persona tua sis cozam nobis in dicta Cancellaria nostra 4. die, &c. ubi cunq; tunc fuerit ad ostendendum bonam & sufficientem causam quare quoddam Decretum per dictam Curiam nostram antehac face in materia nuper in controversia inter W. L. querentem & C. R. defunctum Defendentem non perfozmaretur sicut per ꝓfatum C. R. fieri debuit secundum effectum veramq; intentionem Decreti ꝑdicti Et ad faciendum ulterius & recipiendum quod dicta Curia nostra consideraverit in hac parte Et hoc sub periculo incumbente nullatenus omittas T. &c.

Com' R. R. super Honorem.

Rex, &c. Et ideo vobis tribus vel duobus vestrum mandamus qꝺ ad certos dies & locos quos ad hoc ꝓvideritis ad ꝓfatum Def. si comode ad vos laborari non possit accedatis Ac ipsum Def. de & super materia Petitionis ꝑdicte super honorem suum adtunc visis per ipsum Sacrosanctis Dei Evangelijs diligene examinetis Responsionemq; suam eidem Petitioni fiend recipiatis, &c.

Per Ordin' Dominorum & Dni' Custod' 30. Junij 85.

Comc'on' ad audiend' & terminand'.

Rex, &c. Dilectis sibi, &c. Cum varie lites & Controversie nup oꝛte & mot fuerunt inter A. B. Querentem & T. A. Defendentem ac partes ꝑdicte ꝓo melioꝛi

quiete

quiete sua ex corum mutuo assensu & consensu tam materias ꝑdictas quam omnes alr controversias lites & demand inter eos in Cancellaria nostra jam pendeñ indecis Arbitrijs vestris comiserunt Sciatis igitur qꝺ nos de fidelitatibus & ꝓvidis circumspectionibus vestris plurim confiden assignavimus vos ac tenore ꝑsentium in complemento cujusdam Ordinis corum nobis in dicta Cancellaria nostra ex assensu ptium ꝑdicr facr gerend dar ꝑsentium damus vobis, &c. potestatem & authoritatem materias ꝑdictas audiendum & Testes quoscunq; & partes ꝑdictas vobis ꝓducendum de & super quibusdam Interrogator per partes ꝑdictas vobis exhibendum seu deliberandum diligenter examinandum & easdem materias superinde finaliter si possitis determinandum Et ideo vobis, &c. mandamus qꝺ ad certos dies & locos quos ad hoc ꝓvideritis tam partes ꝑdictas quam Testes quoscunq; ꝑdictos corum vobis venire faciatis ac ipsos Testes & corum quemlibet per se seperatim de & super Interrogator ꝑdictis super Sacramenta sua tacr per ipsos ꝓius corum vobis, &c. Sacrosanctis Dei Evangelijs corꝓoraliter ꝓstandum diligenter examinetis Examinaconesq; suas super eisdem recipiatis & in scriptis in pergameno redigatis auditisq; superinde ptiũ ꝑdictarum rationibus invicem ꝓpositis & ꝓponendis allegationibus intellectis totius rei veritate easdem materias causasq; litis & controversiarum ꝑdictarum

carum omnibus viis modis & mediis quibus melius sciveritis aut poteritis juxta sanas directiones vestras finaliter si possitis determinetis sin autem Causam p̄dictam determinare non possitis Examinationes Testium p̄dict' cum toto facto ac opinionibus vestris in premissis in tres partes, &c. ubicunq; tunc fuit sub Sigillis vestris trib, &c. distincte & aperte mittatis unacum Interrogatoriis p̄dictis & hoc breve facien' in p̄missis secundum tenor' veramq; intencionem Ordinis p̄dict quem vobis mittimus p latorem p̄sentium Teste, &c.

Dp' R. R. placita sive moracon'em.

Rex, &c. Dilectis sibi, &c. Cum A. B. Querent quandam Petitionem coram nobis in Curia Cancellarie nostre versus C. M. Defkem nuper exhibuit Quāq; eidem Defendenti p breve nostrum nuper p̄cepimus q̄d esset coram nobis in dicta Curia nostra ad certum diem jam p̄terit tum Petic̄oni p̄dicte Responsur̄ sciatis q̄d dedimus vobis, &c. potestatem & authoritatem (juxta directionem Curie nostre p̄dicte specialem responc̄onesq; p̄dict Def. eidem Petic̄oi fiendum (cujus quidem tenorem vob mittimus p̄sentibus interclus) super Sacramentum suum Sacrolancta Dei Evangelia corporaliter p̄stand' vel placitum suu' super Sacrō suum vel ablq; Sacrō suo p̄standum sive moracoem p̄dicc Def. querimoniis p̄dict

p̄dicte fiend̄ debite & respective recipiend̄ Et ideo vobis, &c. mandamus q̄ ad tos dies & locos quos ad hoc p̄videritis ad p̄fatum Defendentem si com̄ode ad vos laborari non possit accedatis ac Responc̄onem sive placitum aut moracionem suam respective ut p̄fertur recipiatis & in scriptis in pergameno redigatis Et cum illam sive illas sic ceperitis eam sive eas nobis in Cancellariam nostram in quindena Paschę pr' futur̄ ubicunq; tunc fuerit sub Sigillis vestris trip̄ vel duorum vestrum claus distincte & aperte mittatis unacum tenore p̄dicto & hoc breve T. &c.

Habeas Corpus cum Causa.

Rex, &c. Mareschallo Mareschalsie Curie nostr̄ coram nobis tenend̄ sive ejus Deputato ibidem salutem p̄cipimus tibi q̄d corpus J. S. quocunq; nomine sive additione nominis censeatur sive nuncupat in P̄risona nostra sub custodia tua capta & detenta ut dicitur una cum causa vel causis captionis & detentionis habeas coram nobis in Curia Cancellarie nostre (the return) ubicunq; tunc fuerit adtunc & ibidem faciendum & recipiendum quod dicta Curia nostra consideraverit in hac parte Et hoc nullatenus omittas Et habeas ibi hoc breve T. &c.

Sicut alias tibi precipimus.

Label { Gardiano P̄risone nostre de la Fleet, &c.

Certiorari Depositiones.

Rex Dilectis sibi A. B. &c. Salutem volentes certis de causis Certiorari super quasdam Depositiones testiū inter, &c. p vos tres vel duos vestrum virtute brevis nostri de Comissione vobis in ea parte directa capt & adhuc penes vos residen (ut relata est) vobis & cuilibet vestrum mandamus qd Depositiones p̄dictas cum oīb̄ eas tangen adeo plene & integre prout per vos capt fuerunt & penes vos jam residen nobis in Cancellariam nostram, &c. ubicunq; tunc fuer sub Sigillis vestris trium vel duorum vrm clausis distincte & aperte mittatis & hoc breve Et hoc nullatenus omittatis, &c. T. &c.

Attach' Cestr'.

Rex, &c. Camerario suo Cestr aut ejus loc tenen ibidem salutem vobis mandamus qd p breve nostrum sub Sigillo Comitatus Palatin Cestr in custod existen Vicecom Cestr dctis in mandatis qd Attachias A. B. &c. Et hoc nullatenus omittat & habeat ibi breve quod sibi inde devenerit T. &c.

Dunelm'.

Rex, &c. Reverendo in Christo Patri Tho. Episcopo Dunelm aut ejus locum tenen ibidem salutem vobis mandamus qd

qđ p bzeve nostrum sub Sigill Epatus vrđ pđicti debo modo conficiend detis in mandatis Vic Comitatus pđicte qđ Attach, &c.

Cancellar nostro Com Pallatin Epac Dunelm (sede vacante) vel ejus locum tenen ibm salutem.

Lancastr'.

Rex, &c. Cancellario suo Com Pal vel ejus Deputat ibidem salutem A. B. mandamus qđ bzeve nostrum sub Sigill Com nostri Ducat pđicti Vic nostro ejusdem Comitatus detis in mandatis qđ Attach, &c. Et hoc nullatenus omittat & heat ibi bzeve quod sibi inde devenerit T. &c.

Supersed' super Attachiament'.

Rex, &c. Vic, &c. Salutem licet nos per bzeve nostrum nuper tibi pzecepimus qđ Attach A. B. ita qđ eum heres cozam nobis in Cancellaria nostra ad certum diem in eodem bzevi content ubicunq; tunc fozet ad respondendum nobis tam de quodam contemptu nobis per pfat A. illat (ut dicitur) quam super hijs que sibi tunc ibidem plenius exponerentur Ed ad faciend ulterius & recipiendum quod Curia nostra consideraret in hac parte Quibusdam tamen certis de

de causis nos ad presens spialie moven. Tibi pcipimus qđ in Executione hu vis nostri pđicti p te in aliquo fiend superſedeas omnino Et ſi ipſum A. B. ea occaſione & non alia cepiſti tunc ipſum a Priſona qua ſic detinetur ſine dilõne delibari fac, &c.

Superſed' ſuper Com' Reb'.

Rex, &c. Dilectis ſibi, &c. Cum per literas noſtras Patentes vobis & cuilibet veſtrum mandavimus qđ C. D. ubicunq; invene fuiſſet infra Regnum noſtrum Anglie tanquam Rebellem & Legis noſtre Contemptatorem Attach ſeu Attachiari faceretis ita qđ cum haberetis vel haberi faceretis coram nobis in Cancellaria noſtra ad certum diem in dictis Literis noſtris Patent content ubicunq; tunc foret ad reſpondendum ſuper hijs que ſibi objicientur tunc ibidem Et ad faciendum ulltius & recipiendum quod Cur noſtr conſideraverit in ea parte Quibuſdam tamen certis de cauſis nos jam movent vobis & cuilibet veſtrum mandamus qđ cuicunq; Execuõni Literarum noſtrarum Patent pđict per vos ſeu aliquem veſtrum in aliqua faciend Superſedeatis omnino Et ſi ipſum C. D. ptextu mandati nr pđicti ceperitis ſeu veſtrum aliquis ceperit & in Priſona manucape tenetis ſeu veſtrum aliquis tenet tunc ipſum a Priſona qua ſic detinetur (ſi ea occaſione & non alia detinetur in eadem ſine dilõne delibari fac &c.

Non

Non Ponend' in Assis'.

Rex, &c. Vic' salutem Cum de Cõi Consilio Regni nostri ꝓvis sit qd̃ homines etatem seraginta & decem Annorum excedeñ aut perpetuo languidi existeñ in Assis Jurar' seu Recognicõnibꝫ non ponantur Tibi ꝓcipimus qd̃ si A. B. de in Com̃ tuo etatem ꝓdict' excesser' aut perpetuo languidus sit tunc ipsum A. B. in Assis Jurar' seu Recognicõibꝫ aliquibus non ponas seu poni fac' contra ꝓvisionem inde Et districõnem si qm̃ eidem A. ea occac̃one feceris sine dilac̃one relaxes eidem A. &c.

Com' & Testes in quo temp' & loc' nominat'.

Et ideo vobis tribus, &c. mandamus qd̃ xxij. die Julij ꝓx' sequeñ post datum ꝑsentiñ apud Signum de le Talbot Sidbury infra Civitat' Wigorñ circa Execuc̃oem istius Com̃ conveniatis & assemblatis & tunc & ibidem tam diu quam vobis tribus, &c. venire fac' & evocetis Ac ipsos, &c.

Breve de Executione Decret'.

Rex, &c. A. B. salutem Cum per quoddam finale Judicium sive Decret' coram nobis in Curia Cancellarie nostre fact' inter A. B. &c. gereñ dat' die Anno Regni, &c. Ordinat' & adjudicat'

judicat exiſtit qđ ſolveres C. D. Centum Libras legalis monet Angl Nos Decret dict Curie noſtre inviolabil obſervari volentes Tibi precipimus & firmiter injungend mandamus qđ imediate poſt receptionem hujus bzevis pdict Centum Libras pfato C. D. vel Latori pſentium debo modo ſolvas vel ſolvi fac ſecundum tenorem veramq; intentionem pdict Et hoc ſub periculo incumbend mullatenus omittas T. &c.

Com' Aſſignan' Guard'.

Rex, &c. Dilectis ſibi, &c. Cum A. B. Quer quandam Peticonem coram nobis in Curia Cancellarie noſtr verſus C. D. infant infra etatem & alios Defendentes nuper exhibuer Sciatis qđ nos de fidelitatibus & prudis circumſpectionibus veſtris plurimum confiden aſſignavimus vos ac tenore pſencid damus vobis, &c. poteſtatem & authoritatem in complimento cujuſdam Ordinis dict Curie noſtr inter ptes pdict fac geren dac pſencid Guard pfat C. D. Infant' quem Infans pdict eligerit ad reſpondend & defendend dictam ſectam pfat Quer admittend & aſſignand Et ideo vobis tribz vel duobus veſtrum mandamus qđ ad certos dies & loc quos ad hoc prvideritis Infant pdictum coram vobis, &c. venire fac & evocetis ad Guardian Infant pdicti admittetis & aſſignetis Et cum ſic feceritis nos de nõie Guardian pdict in dictam

dictam Cancellariam nostram (the return) sub Sigillis vestris trium vel duorum vestrum claus distincte & aperte reddatis cercior hoc bze nobis eciam remitten Teste, &c.

Dp' R. R. Def. & Guard' Infan'.

Rex, &c. Dilectis sibi, &c. Cum A. B. Quer quandam Peticonem coram nobis in Curia Cancellarie nostr ꝯsus C. D. E. F. & C. D. Infan p Guardian suu Def. nuper exhibuer Quꝺ eisdem Def. p bzeve nostrum nuper pzecepimus qꝺ essent coram nobis in dicta Canc nostra ad certum diem jam pzeterie Peticoni ꝑdicte Responsur Sciatis qꝺ dedimus vobis, &c. potestatem & authozitatem iplos Def. & Guard ꝑdicc de & super materia Peticonis ꝑdicte (cujus tenozem vob mittimus ꝑsentibus interclus diligene examinand) Et ideo vobis tribus, &c. mandamus qꝺ ad certos dies & locos quos ad hoc pzovideritis ad ꝑfat Def. & Guardian ꝑdicc si coꝛmode ad vos labozari non possint accedatis ac ipsos Def. sup materia Piticonis ꝑdicte super Sacram ꝑdicte C. D. E. & Guard Infan pdicti tacc per ipsos pzius coram vobis tribus, &c. Sacrosanctis Dei Evangelijs corpozal pzestand diligene examinetis Responsiones suas, &c. as in ordinary Com.

Com'.

Com' Magistro ad ex' Testes.

Rex, &c. Dilecto & Fideli suo T. B. Mir in Cancellaria n're ra Magrorum uni salutem Scias qd nos de fidelitate & prouida circumspectione tua plurimum confiden assignavimus te ac presentium tenore Damus tibi plenam potestatem & authoritatem in Complemento cujusdam Ordinis dicte Curie nostr Inc, &c. gerend dar, &c. Testes quoscunq per partes pdictas seu earum alteram procedend de vel super humoi Articul sive Interr que idonea fore videris ad probandu vel illustrand veritatem Compd inter partes pdicc fiend & per Ordin pdcam calculacoi tue comis diligenc exaiand juxta tenor Ordin pdicc Et ideo tibi mandamus qd certis diebus & horis ad hec congruis & opportunis Testes pdictos coram te venire fac & evocetis ac ipsos Testes & eorum quemlibet p se separatim de & sup Interr pdictis super Sacra sua tacc p ipos prius cora te Sacrosanc' Dei Evangel corporalit prestand diligenc examines Ac nos de toto facto & pgress tuo in pmiss in Canc nostr pdictam (return) ubicunq tunc fuerit p Relacionem tuam reddas certiores T. &c.

Cerciorar'.

Rex, &c. Majori & Aldris Civit nostr London salutem volentes certis de causis cer-

certiozar de & super quadam Petičone sive Billa Anglicana & pcess cozam vob seu vestrum aliquo in Cur Civitat pdict inter, &c. nuper exhib & dependen vobis mandamus qd tenor Petic sive Bille & pzocess pdict cum omnibus ea tangen quibuscunq; nominibus partes pdict censeantur seu eozd aliquis censeatur nob in Cancellariam nostr' adeo plene & integre put in Custod vestra resident sub Sigillis vestris distincte & aperte mittatis indilate & hoc bzeve ut ulterius inde fieri faciamus quod de jure fuer faciendum.

Inspeximus super Decret'.

Rex, &c. Omnibus ad quos plentes Lre pvenerint Saltem inspeximus Irrotulamen cujusdam finar judicij sive Decret cozam nobis in Cur Canc nostre nuper fact & reddit & in Rotulis ejusdem Cur irrotulat ac ibidem de Recozdo Remanen cujus tenoz sequitur in hac verba, &c. Nos autem tenozem finar judicij sive decret pdict ad requisičonem B. D. duximus exemplificand per plentes In cujus, &c.

Bill'.

Inspeximus quandam Billam sive Petičonem cozam nobis in Curia Cancellarie nostre p A. B. nup exhib ac in filacijs dicte Cancellarie nostre de Recozdo remanen in hac verba 10. Junij, &c. Garth.

Ded

Ded' Poteſt'.

Inſpeximus eciam tenozem cujuſdam bzevis noſtri de dedimus poteſtatem unacum Indozſamen de & ſuper eodem bzevi face quibuſdam Commiſſionar directe ad recipiend reſponc̃ones p̃dictoz C. D. E. F. ad Petic̃onem p̃dictam in filacijs Curie p̃dicte ſimiliter reſiden in hec verba Rex, &c. Execu, &c.

Reſpons'.

Inſpeximus inſup necnon reſponc̃ones p̃dictoz C. D E. F. virtute dicti bzis nrd de ded poteſtatem capt & in Cu p̃dicta unacum bzevi noſtro p̃dicto retozn ac in filacijs ibm quoq; reſiden in hec verba Garth The Anſwer, &c.

Replication'.

Inſpeximus deinceps Replicac̃on p̃dict A. B. ad Reſponc̃oes p̃fac C. D. E. F. face ac in filacijs dicte Cu Canc nrd de Recozdo eciam remanen in hec verba The Replication, &c.

Commiſſion'.

Inſpeximus pozro tenozem cujuſdm bzis de Commiſſion guibuſdam Commiſſionar directe ad exam̃and Teſtes inter partes p̃dictas una cum indozſamen ſuper-

inde

inde fac ac in filacijs Curie nostre ꝑdice de Recoꝛdo eciam resideñ in hec verba Rex, &c. Execuc̃o, &c.

*Interr*ᵒ.

Inspeximus deinde quedam Interr ex parte ꝑfat A. B. Quer versus ꝑdictos C. D. E. F. ꝑdictis Commissionar Exhibic ac in filacijs dicte Cur nostre de Recoꝛdo remaneñ in hec verba Interrps, &c.

Depositiones.

Inspeximus deniꝯ Depositiones quoꝛumdam testiñ ex parte ꝑdicte A. B. Quer versus ꝑdictos C. D. E. F. Def. virtute bꝛis nrꝛ de Commiss ꝑdicte coram ꝑfat Commissionar capt & examinat ac in Cancell nostram predictam unacum Commissione & Interrogator ꝑdc̃is certificat ac ibm de Recoꝛdo in filacijs resideñ in hec verba Depositions, &c.

Nos autem tenoꝛes Petic̃ois bꝛevis de dedimus potem Respoñ Sup bꝛis de Commissioñ Interr & Depositiones Testium ꝑdicte ad requisic̃oñ Duximus exemplificand p ꝑsentes In cujus, &c.

Inspeximus. 2. Inspeximus eciam. 3. Ulterius. 4. Pꝛeterea. 5. Similit. 6. Necnon. 7. Quoꝙ. 8. Insup. 9. Poꝛro. 10. Deinceps. 11. Deinde.

Act de Parliament'.

Inspeximus quoddam breve nrm de certiorar' e Cancell' nrâ emanat' J. B. Ar' Clico Parliamen' nostrorum direct' unacum indorsamento sup inde fact' in Canc' nrâ Certific' & retornat' ac ibm de Recordo remanen' in hec verba Carol', &c.

Inspeximus etiam tenorem Actus Parliamenti ꝓdicti p ꝓfat' Johem B. Ar' Clicum Parliamentorum ꝓdictorum in dcam Canc' nram unacum hzi ꝓdco certificat' & retornat' ac ibm de Recordo similit' remanen' in hec verba.

Inspeximus quandam Certificacoem p ꝓfat' Johem B. Ar' in pede in & sup tenor' Act' Parliamen' ꝓdci fact' in hec verba Nos autem tenores sepat' hzis nrâ de certiorar' Act' Parliamen' & Certificatois ꝓd' ad Requisicoem durimus exemplificand' p ꝓsentes In cujus, &c.

Cercior' Act' Parl'.

Rex, &c. Dilco & Fideli suo J. B. Clico Parliamentorum nostrorum salutem volentes certis de causis certiorari sup tenorem cujusdam Actus Parliamenti fact' & edit' in Parliamen' nostro teñ' & inchoat' apud Westm' die Año Regni nrâ & ibm usq; diem instant' continuat' ac deinceps usq;

usq; diem Febr̃ pr' sequen̄ p̄rogat Jnsulat An Act for, &c. Tibi p̄cipimus q̄d tenorem Actus Parliamen̄ p̄dicti cum oīb; ei tangen̄ nob in Canc̄ nram sub Sigill tuo distincte & aperte sine dilone mittas & hoc hꝛe T. &c.

Com' ex' Testes super Comp'.

Rex, &c. sciatis q̄d nos, &c. (usq;) Potem & Authoꝛitatem in complimen̄ cujusdam Oꝛdin̄ in Cur̃ Canc̄ nostre inter, &c. sup auditu materie litis inter partes p̄dictas face gerend̄ dar, &c. Testes quoscunq; tam ex parte dĉi Quer̃ quā ex parte p̄dĉi Def. earundem pcium ultius de & super quibusdam Jnterr̃ vob trib; vel duob; vrm̄ ministrand̄ seu deliband̄ ad p̄band̄ sive illustrand̄ matiam Comp̄ inter partes p̄dĉas p Oꝛdin̄ p̄dcum fiend̄ diligenc̄ exaīand̄ Et ideo vob trib;, &c. mandamus q̄d ad certos dies & loc̄ quos ad hoc p̄videritis Testes p̄dictos coꝛam vob trib;, &c. venir̃ fac & evocetis ac ipsos Testes & coꝛum quemlibet p se sepatim de & super Jnterr̃ p̄dictis concernen̄ Comp̄ p̄d̄ sup Sacra, &c. & hoc hꝛe facientes in p̄mis̃ sc̄dm̄ tenoꝛem veramq; intenc̄oem Oꝛdinis p̄dict Teste, &c.

Habeas Corpus al a Gatehouse.

Rex, &c. E. W. Mr Gardian Pꝛisone de la Gatehouse Westm̄ Tibi p̄cipimus q̄d coꝛpus, &c.

Distring' Corp'.

Rex, &c. Vic', &c. salt'm Cum A. B. Quer' quandam querimon' coram nob in Cur' Canc' nr' versus Def. nup exhuer' Ac dc̄i Def. p hze nostrum de subpa sum̄onit' fuer' ad respondend' querimon' p̄d̄ō velut ex Sacro satis fide digno plene liquet ipsi tamen eidem querimon' p̄d̄c̄e respondere huculꝫ neglexerunt & contempserunt manifeste ut accepimus Ac quia dc̄i sunt und' Corpus Corporatum ideo per Legem & consuetudinem Regni nr' Anglie Attachiari minime debeant nec consueverunt Tibi igitur p̄cipimus qd̄ distringas p̄fat' p omnia Terras & Tenement' sua infra Ballivam tuam qd̄ nec ipsi nec aliquis p ipsos ad eas manus apponant seu apponat donec alit' a nob hueris preceptum & qd̄ de exitibus eorumdem respondeas ita qd̄ dc̄i Def. coram nob in dicta Canc' nostra (the return) ubicunꝫ tunc fuer' compeant ad respondend' querimon' p̄d̄ict' & ad faciend' ult'ius & recipiend' quod dc̄a Cur' nostra consideraverit in hac parte Et hoc nullatenus omittas & hear' ibi hoc hze T. &c.

Recogniz'.

A. B. C. D. E. F. coram Dn̄o Rege in Canc' sua p̄sonalit' constitut' recognoverunt se debere G. H. Bar' Magro Rot' lorum & Willo Child Mil' uni Magror̄d Canc'

Canc̃ p̃dict̃ Centum Libr̃as bone & legal monet̃ Angl̃ ſolvend̃ eiſdem Magro Noſtrorum & Magro Canc̃ Executorib⁹ Adminiſtratorib⁹ vel Aſſignat ſuis Et niſi ita fecerint volunt & concedunt & quilt eorum vult & concedit p ſe Hered̃ Executor & Adminſtr̃ ſuis firmit̃ p p̃ſentes qd̃ dicta ſumma Centum Libr̃arum levetur & recupetur de Bonis Ter̃ Catall & Hereditamen ſuis ubicunq; inven̄ fuer̃ infra Regnum Angl̃ ad ſolum opus & uſum p̃fat Magri Noſtrorum & Magri Cancelt̃ Executorum vel Adminiſtratorum ſuorum Teſt̃ dicto Dn̄o Rege apud Weſtm̃ 20, &c. Anno Regni Carol ſcdo Dei Gr̃a Angl̃ Scot̃ Franc̃ & Hibn̄ie Regis Fidei Defenſ̃, &c. 39. Annoq; Dom̃ 1687.

The Condition.

The Condition of this preſent Recognizance is ſuch, That if the above-bounden A. B. Plaintiff, in a Bill of Review exhibited in the High Court of Chancery againſt C. D. and others Defendants, do, and ſhall well and truly pay, or cauſe to be paid to the ſaid Defendants ſuch Coſts and Damages as the ſaid Court of Chancery ſhall award, if this ſaid Bill of Review ſhall be diſmiſſed, and the ſaid Court ſhall ſee Cauſe to award any, that then this preſent Recognizance to be void.

Capt & Recognit die & año ſup̃dict̃ coram me in Canc̃ Magro.

Com' RR. Corpor'.

Rex, &c. Cum A. B. Quer' quandam Peticonem coram nob in Cur' Canc' nr̄ verſus Decan' & Capitul' Eccleſie Cathedr̄is Sc̄re & indivíduę Trinitatis in vel juxta Wyntor' H. G. Sacre Theologie pfeſſor' R. D. &c. Def. nuper exhuer' Quęq; eiſdem Def. p hẏe nr̄m nuper p̄cepimus q̄d eſſent coram nobis in dicta Cancellaria noſtra ad certum diem jam p̄terit Peticoi p̄dicte reſponſur' ſciatis quod nos, &c. Ac ipſos Def. de & ſup materia Peticois p̄dicte diligent' exam̄etis Et quia p̄fat' Decanus & Capitulus Eccle Cathis p̄dicte ſunt unum Corpus corporatum & p unanimum conſens' reſpondere debent vobis tribus, &c. mandamus q̄d reſponc'oes p̄dci Decan' & Capitul' Peticoi p̄dicte fiend' ſub coꝛ̄ cōi Sigill' recipiatis & q̄d reſponc'oes p̄dicte H. G. queremon' p̄dicte fiend' ſup Sacram' ſua tacte p vos pr̄ius coram vob, &c. Sacroſcis Dei Evangel' corporalit' p̄ſtand' ſimilit' recipiatis & in ſcriptis in pgameno redigatis Et cum illi, &c. as in Ordinary, &c.

Com' RR. & Aſſign' Gard' pro Lunatic'.

Rex, &c. ſalt̄m cum Quer' quandam querimon' ſuam coram nobis in Canc' nr̄a nup exhuer' verſus Def. Cumq; acceperimus q̄d dictus Def. p̄one ſenectutis ſue inſane memorie eſt & pinde

ꝑinde minus ſufficien ſectam ꝑdictam re-
ſpondere & defendere Nos ſtatum ipius
Def. in hac parte ꝓſpicere volentes ſcia-
tis igitur qꝺ nos de fidelitatibꝫ & ꝓbidis
circumſpeckoibꝫ vris plurimꝺ confiden ac
in Complemen cujuſdm Ordin inter par-
tes ꝑdicē face gerend dac, &c. aſſignavimus
vos ac tenore ꝑſenꝺ damus vobis tribꝫ,
&c. plenam poteſtatem & authoritatem
ꝑfac Def. accedendi inſpiciendi & exaīandi
ac ſi ſit inſane memorie tunc Guardi ejuſ-
dm Def. noīandi & appunctuandi Et ideo
vob, &c. mandamus qꝺ ad certos diem
& loc quos ad hoc ꝓvideritis ad ꝑfac Def.
ſi coñode ad vos laborari non poſſit ac-
cedatis Ac ipſum Def. vijs & modis
quibus ſuper ſtatu ſuo melius poteritis
informare circumſpecte inſpiciatis & exa-
ietis qꝺq; ſi dictus Def. ſit inſane memo-
rie tunc Guardian dcti Def. ad reſpon-
dendi & defendendi ſectam ꝑdict noīetis &
appunctuetis Et cum ſic fecerit tunc
nos de noīe dcti Gard & de toto facto &
ꝓgreſſu vris in ꝑmiſs in Canc noſtram
ſine dilone ubicunq; tunc fuerit ſub Si-
gillis vris tribus, &c. claus diſtincte &
aperte reddatis cerciorez hoc bꝛeve no-
ſtrum tunc nobis etiam remitten Teſte,
&c.

The Commiſſioners Certificate, ex parte p̄d Com̄ R R. & aſſign̄ Guard̄ p Lunatic̄.

To the, &c. *Lord Keeper of the Great Seal of* England.

We whoſe Hands and Seals are here under ſubſcribed and ſet, do humbly certifie, That by Vertue of His Majeſties Commiſſion out of the High Court of Chancery, to us, and others directed, and to theſe Preſents annexed, the day of the date of theſe Preſents we went unto *J. B.* in the ſaid Commiſſion mentioned, being in his own Houſe in the Town of *K.* &c. when and where after ſtrict inſpection, and examination made according to the tenor of the ſaid Commiſſion, we found the ſaid *J.* by reaſon of Age and other Infirmities to be of very unſound Memory and Underſtanding, and no way ſufficient or fit, the ſaid Suit in the ſaid Commiſſion mentioned to anſwer unto or defend: And therefore in purſuance and obedience to the ſaid Commiſſion and *Order therein mentioned*, we have nominated and appointed, and by theſe Preſents do nominate and appoint *W. S.* of the Town of *K.* Gent. Guardian of the ſaid *J. B.* the ſaid Suit to Anſwer and Defend, as by the ſaid Commiſſion is commanded; all which we humbly certifie, and ſubmit to the Conſideration of this Honourable Court: In Teſtimony whereof we have hereunto ſet our Hands and Seals, *&c.*

Cer-

Certiorar' ſuper Attach' London'.

Rex, &c. Majori Aldris & Vicecomitibus London ſalutem volentes certis de Cauſis certiorar' de & ſuper Recordo & pceſſu cujuſdam acc̃ois in Cur' noſtr' coram vobis vel aliquibus veſtrum indeciſ pended vlus Johem B. Gen ads, &c. in plito debi ſup demand ducentarum Librarum ac de & ſuper quodam Attachiamento ſumme ducentarum nonaginta & ſeptem Libr̃arum in Pecun numeratis ut de denar' dñi Johis B. ppr' in manibus & cuſtodia cujuſdam Rici C. exiſtent & defens vobis p̃cipimus qd Recordū & pceſs acc̃ois & Attach p̃dict cum omnibus ea tangen quibuſcunq; noīb̃us ptes p̃dicte cenſeantur vel aliquis veſtrum cenſeatur nobis in Cancellariam earam in quatuordecim dies pr' poſt recepcon hujus br̃is ubicunq; tunc fuerit ſub Sigillis veſtris diſtincte & aperte mittatis ut ulterius inde fieri faciatis quod de jure fuerit fiend T. &c.

Sequeſtr' Stat' Real' & Perſonal'.

Rex, &c. Dilcis, &c. Salutem oſtens erat nobis in Cur' Canc' noſtr' nono die Decemb ulc p̃tic ex pte A. B. Adminiſtr' Eliz' B. Vid Querentis verſus A. B. Mil & Dnā K. Uxorem ejus Executric J. H. Ar' Def. qd deus J. H. defunctus requiſivit e Car. Bza. defunct nup Marito

rito pfat Eliz' B. Manerim de
& divers Terr' in in Com B.
quibus dicta Eliz' Juncturam huit ac p
Agreamen 1000 l. Pecunie p pquiſicoe
pdicta ſub fiducia p dicta Eliz' plolvi de-
buerint Odq; dicta Eliz' Decretum dce
Cur' noſtr' Canc Anno Regni Jacobi
Secundi nup Regis Angl 3. verſus
dictos Defendentes obtinuit p dicta ſum-
ma mille Libzarum cum Damagijs inde
ſolvend e Statu tm Real qm Perſonal
dci Jacobi Hō in manibus pfat Def. ex-
iſten Odq; Wilkus Hackwell Ar' nup
Magrozum dce Cancellar' unus debm
pdictm & Damagia inde ad ſuñam 1501.
Libzarum in Anno Dom 1648. comput-
tavit ac ſatis ſtatus pdicti Jacobi Hō
in manibus Def. exiſtere certificavit qōq;
pfat Def. in contemptu ſiſtunt p violacoe
Decret pdict unde oies pcels dce Cur'
noſtr' p contumacia ſua emanaverunt &
ſervien ad Arma dcam Cur' noſtr' atten-
den certificavit qd dci Def. ſeipſos ob-
ſcurant ita qd ipſos appzehendere non po-
terit Sciatis igitur qd nos quod ad juſti-
ciam ptinet ſpectan & ea que p Cur' noſtr'
pdictam rite pacta debe execuōi deman-
dari volentes ac de fidelitatibus & pvidis
circumſpeconibus veſtris plurimum con-
fiden aſſignavimus vos ac tenoze pſentim
damus vobis tribus, &c. in complimento
tm cujuſdam Ozdin dce Cur' noſtr' inter
partes pdictas face gerend dae dō nono
die Decembzis ule pterie qm cujuſdam al
Ozdin in Cur' pdicte gerend dae pſentim
poteſta-

potestatem & authoritatem ad Maner' de
& Terras in pdict ac
eciam omia & singul Messuag Terras & Tenta pfat Def. plonalit accedendi eaq; intrandi & ingrediendi & omes & omiod reddit exit & pficua eorundem quecunq; necnon omia & singula Bona Catalla & Statum quecunq; dcorum Def. tm Real quam Personal ubicunq; invenit fuerint in manus & possess vestras trium vel, &c. capiend petend levand exigend & recipiend & ad usum dict A. B. Querentis sequestrand ut eadem tenore plencid sequestramus Et ideo vobis, &c. mandamus q certis diebus & horis ad hec congruis & opptunis ad Maner' Terras Tenta & ad omia & singula pmissa pdicta accedatis intretis & ingrediamini Ac omes & omnimod reddit exit & pficua quecunq; eorundem & omnia & singula Bona & Catalla & Statd quecunq; pdictorum Defti tm Real quam Personal in manus & possiones vestras trid, &c. capiatis petatis & levatis exigatis & recipiatis & debo modo ad opus & usum dict Quer Sequestretis Ac quicquid roe pmissorid levabitur dce A. B. Quer vel Assignd suis de tempore in tempus debo modo plolvatis & satisfaciatis donec Pecunia pdicta ut pfertur adjudicat & damagia inde dce Quer satisfte fuerint juxta tenores veralq; intencoes sepal Ordind pdictorum quorid sepal tenorem vobis mittimus p Latorem plentium T. &c.

Com'

Com' ad distinguend' Terr'.

Rex, &c. Dilecto & Fideli nrō E. S. servien' ad Legem ac Dilcis, &c. salt'm Cum quedam matie Lites & differenc nup moc & ozc fuer cozam nobis in Cur Canc nre inter A. B. Querentem & Def. ad distinguend' metas & bundas diversarum trarum in Com' M. antehac T. R. p'd Quer dimis quarum hereditatio dcis Def. debeniebat jacen' inc qualda terr dcī Quer quarum dcus Quer in dmico suo ut de feod' seitus est Cumq; p quendam Ozdinem cozam nob in dca Cur nostr inter partes p'dictas face geren' dac, &c. Ozdinac fuer qd' hze nostrum de Comis e Cur p'dicta ad metas p'dict Terrarum distinguend' emanaret Sciatis qd' nos de fidelitatibus, &c. & authozitatem in Complemen' cujusdam Ozdin' dicte Cur nostre inter partes predictas face geren' dac &c. & cujusdam Certificac' sex Clicozum Cur p'dict supinde face in Terras & Premissa p'dicta intrandi & ingrediendi ealq; pambulan' & supviden' ac Terras dimis p'dictas e Terr' dicti Quer unacum metis & bundis earumdem separandi seponendi & distinguendi Ac p meliozi p-gres vrō in p'mis damus vobis tribus vel pluribus vr'm Consilem potem & authozitatem Teste quoscunq; p ptes p'dictas seu eozum alteram p'ducen' de & super quibusda Articul sive Interr' que idonea foze videritis ad veritatem p'mis illustran'

ſtrand ſive inveniend diligenc examinand & facta ſcripta & Evidencias quecunq; p ytes ꝑdictas ſeu earum alteram p ozdin ꝑdictas ꝓducend ſup Sacra ſua coza vob tribus vel pluribus vrm̃ p Sacta Dei Evangel Cozpozalit pzeſtand debe & reſpectibe recipiend Et ideo vobis tribus vel pluribus vrm̃ mandamus qd̃ ctis diebus & hozis ad hec congruis & oppoztunis ad terr & ꝑmiſs ꝑdict accedatis ac partes ꝑdictas teſteſq; ſuos cozam vobis tribus vel pluribus vrm̃ venire fac & evocetis Ac ipſos Teſtes & eozum quemlibet p ſe ſeꝑatim de & ſuper Interr ꝑdictis ſup Sacra ſua tact p ipſos cozam vob tribus vel pluribus vrm̃ Sacroſctis Dei Evangelijs cozpozalit pzeſtand diligen eramĩetis ac tam ſuperinde qm̃ omĩbus alijs vijs modis & medijs licitis oñi Execuc̃oe ꝑmiſs diligenc intendatis Ac terras ꝑdictas ut ꝑtertur Si poteritis ſeperetis ſeponetis & diſtinguatis facien in ꝑmiſs ſcdm̃ direc̃oem veramq; intenc̃onem ſepal Ozdin̄ ꝑdictarum Et cum ſic feceritis nos de toto facto & ꝓgreſs vrīs in ꝑmiſs in Canc̃ noſtram ꝑdict (the return) ubicunq; tunc fuerit p Certificac̃oem veram in Scriptis in pergameno redact ſub Sigil veſtris trium vel plurium veſtrum clauſ diſtincte & aperte reddatis cerciozes hoc bze nob remittend Teſte, &c.

In-

Inſpeximus Interr' coram Examinator'.

Inſperimus deinceps quedam Interr quibuſdam Teſtibus ex parte p̄fat A. B. Quer verſus p̄dictum C. D. Def. nup exhit pene Exaīatozes dte Cur nr̄e de Recozdo remanen in hec verba.

Dep'.

Inſperimus denicz Depoſitiones quorundam Teſtm ex parte p̄dicte A. B. Quer verſus p̄fat C. D. Def. ſuper Interr p̄dict per R. P. Ar̄ in dicta Canc noſtra Examinator capt ac penes Examinator ejuſdem Cur noſtre de Recozdo ſimilit reſiden in hec verba.

Ducens tecum.

Rex, &c. A. B. ſalutem Tibi p̄cipimus firmit injungen qd oībus al p̄termiſſis & excuſacōe quacunz ceſſante in p̄zia pſona tua ſis cozam nob in Canc nr̄a, &c. ubicunz tunc fuerit ducens vel Duci faciens tecum quoddam ſcripe, &c. in reſponc̄one tua queremon C. D. Quer coram nob in Cur Canc nr̄e verſus te p̄fat A. Def. nuper exhit in Cuſtodia tua remanere conſeſs p̄dem Quer concernen aut in defc̄u inde bona & ſufficien cauſa inde in contrarium tunc & ibm oſtendendum Et ad faciend ult̄ius & recipiend quod dic̄a Cur nr̄a conſideraber in hac pte

Et

Et hoc ſub periculo incumbend nullatenus omittas Et habeas ibi hoc Breve, &c.

A Writ to ſhew Cauſe.

Rex, &c. Salutem quibuſdam certis de cauſis coram nobis in Cur Canc nre ppoſitis ac pericul menconat in quodam Ordin in dca Cur nra inter A. B. Quer & vos pfat Def. fact & geren dat, &c. vobis pcipimus firmit injungend qd cibus al ptermiſs & excuſacoe quacunq; ceſſante in ppriis pſon vris ſitis coram nob in dicta Cur nra die, &c. ubicunq; tunc fuerit tunc & ibm hona & ſufficien cauſam in contrar' Ordin pdicti Oſtenden vel oſtendi facien cujus Ordinis tenorem vob mittimus p latorem pſencium Et hoc ſub piculo incumbend nullatenus omittatis Teſte, &c.

Dp' aſſign' Gard' & RR. Infan' per Guard' & al' Defendentem.

Rex, &c. Cum A. B. Quer quandam Peticoem coram nob in Cur Canc noſtre ſius C. D. Def. nup exhibuer Qdq; eiſdem Def. p hre nrm nuper pcepimus qd eſſent coram nobis in dicta Cancellaria noſtr ad certum diem jam ptit Peticon pdicte Reſponſur' ſciatis qd nos de fidelitatib; & prudis circumſpectionib; vris plurim confiden ſcm directoem dce Cur' nre ſpialem aſſignabim; vos ac tenore pſentim damus vobis tribus, &c. plena po-

potestatem & authozitat Guard p ꝑdict R. S. Jnfan eligend & constituendum Ac ꝑdice Def. C. D. p ipm & ꝑdictum R. S. Jnfan p Guard sum sic p vos tres, &c. eligend & constituend de & sup materia Petic̃ois ꝑdicte cujus tenozem vobis mittimus ꝑsentibus interclus diligenc exaiand Et ideo vob tribus, &c. mandamus qd ad certos dies & locos quos ad hoc ꝓvideritis ad ꝑfat Def. si coñode ad vos labozari non possint accedatis Ac Guardian p ꝑdicto Def. R. S. Jnfan eligatis & constituetis necnon ꝑfat Jnfan p Guardian sum & ꝑ Def. C. D. p ipm de & super materia Petic̃ois ꝑdicte sup Sacrum ꝑfat C. D. & Guardian Jnfan ꝑdice tact p ipos ꝑius coꝛam vob tribꝫ vel duobꝫ vrm Sacrosc̃is Dei Evangel ꝑstand diligenc exaietis Respon̄oesq; suas eidm Petic̃oi fiend Recipiatis & in scriptis in pergameno redigatis Et cum illas sic ceperitis eas vobis in dicta Canc nram, &c. unacm noie Guardian ꝑdice ubicunq;, &c. mittatis certior Tesc, &c.

A Clause in an Injuction to stay Judgment and Execution at Law.

Sed si Exitus in Causa ad cõem Legem junct sit tunc ad triac̃oem ad cõem Legem ꝓcedere valeatis aliquo in ꝑsentibꝫ in contra non obstan Judicio tamen vel Execuc̃oem Judicij sup verec̃co aliquo

quo p vos obtinend petere postulare vel impetrare desistatis & quile vestrum desistat Et hoc, &c.

Inspeximus in Literas Paten'.

Inspeximus Irrotulamen quarundam Literarum nostrarum Paten quibusdam A. B. & al concels gered dat apud Westm scdo die, &c. ule ptic in Rotulis Cancellar' nostre Irrotulat ac ibm de Recordo Remanen in hec verba.

Nos autem tenorem Irrotulamen Literarū Paten pdict ad requisicoem dilci nob A. B. duximus Exemplificand psentibz In cujus rei, &c.

Commission to give Possession, and divide Lands.

Rex, &c. Dilcis, &c. Sciatis qd nos de fidelitatibz & pvidis circumspeccoibz vestris plurimū confiden in complemen cujusdm Ordin coram nobis in Cur' Canc nostre inter, &c. nup fact & reddit gered dat plenciū assignavimus vos ac tenore plenciū damus vobis tribus, &c. plenam potestatem & authoritat ad Domum Hanconal Grang & Firmam, &c. in Com nrō Et al terr' in queremon pdict Quer' coram nobis in dicta Cur' nostra versus pfat Def. exhit querelat & erpls accedend eisq intrandi ingrediendi & pambulandi ac eadem pmissa

H di-

dividendi & sepandi in sepalitate hend̄ tenend̄ & gaudend̄ p p̄fat Quer' & Def. Et ideo vobis trib̄ vel duob̄ vestrum mandamus q̄d ad certos dies quos ad hoc p videritis ad Domum Manconal Grang & Firmā ac Terras p̄dict accedatis ealq̄ intrētis & ingrediamini ac eadem p̄missa dividatis & seperetis in seperalitate hend̄ & tenend̄ p p̄dict Quer & p̄fat Def. Execuc̄oib̄ omn̄ & singulor̄ p̄missor̄ diligenc̄ intendent̄ & Certificac̄oem vr̄a de oib̄ fc̄is & pgress vris in p̄mis faciatis & in scriptis in pgameno redigatis Et cum sic fec̄eritis tunc Certificac̄oem vram p̄dict nob in dictam Canc̄ nram ubicunq̄ tunc fuerit sub Sigillis vris trium vel duor̄ vrum clausis distincte & apte mittatis una cum hoc b̄ri facient̄ & p̄cedent̄ in omnib̄ & singulis p̄missis p̄dict juxta direc̄oem veramq̄ intenc̄oem Ordinis p̄dict Teste, &c.

Breve de Assisten'.

Rex, &c. Vic C. p tempore existen & futur salt̄m Cum constitit nobis in Cur Canc nr̄ in quadam materia litis & controversie cor̄am nob ibm dependen inter, &c. d̄ polsio quorundam Tenement, &c. in manib̄, &c. Detenc est ab eodem Quer minus juste (ut dicitur) & contra tenorem & exigenciā tam cujusdm b̄ris nostri de Injunc̄oe sub magno Sigill nr̄o Angl confecc e dicta Canc nr̄a in ea p̄te nuper emanat̄ ac in contempt nr̄i ejusdemq̄ Cur nr̄e manifestū acce-

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pimus Sciatis igitur qꝺ nos ꝑdict Quer quod justum est in hac parte fieri volentes dedimus tibi plenam potestatem & authoritatem ꝑfat Quer & Assignat suos in plena pacifica & quieta possessione Tenementorum ꝑꝺ cum omnib⁹ & singulis suis ptinen universis sine dilone ponend locand ac de tempore in tempus conservand & juxta veram intencoem hꝫis nrꝺ de Jncoe & Commission nrꝺ de Sequestracoe ꝑꝺ Et ideo tibi mandamus qꝺ immediate post receptonem hujus ꝑsen Commiss nrꝺ ad ꝑdict Tenemen cum pertinen accedas eaꝫ intres & ingrediaris & qualcunꝫ ꝑsonam vel personas possessione ibm contra tenorem ꝑsencium detinentes amoveas & ejicias ac ꝑdict Tenemen & cujuslibt inde ptis & pcelle sine dilone pon loc & constituas in ꝑꝺ Quer ipmꝺꝫ in eadm possessione de tempore in tempus contra omnes impetus violencias & interruptones qualcunꝫ quotiescunꝫ necesse fuit conserves & defendas seu conservari & defendi facias juxta tenorem veram intentonem & ppoit Jncons & Commiss supra mencionat Et hoc nullatenus omittas Teste, &c.

Distring' nuper Vic'.

Rex, &c. Vic W. saltm ꝓcipimus tibi qꝺ distringas A. B. nup Vic ꝑdeces tuꝺ in Offic Vicecomit ꝑdict per omnia Terr' & Tenemen sua in Vallia tua ita qꝺ nec ipse nec aliquis alius p ipsum ad

eas manus apponat donec alie a nob inde hueris in mandatis Et qd de Exitibz eozundem nob respondeas ita qd heat eozam nob in Cancellar nrā (the return) Cozpus C. D. quem p ꝓceptum nostrum eidem A. B. in ea pte nuper direce cepit put ipē nob in dcam Canc nostram ad certum diem in dicto Pzecepto nostro contene jam ꝓterie nuper certificavit ad respondend nob tam de contemptu ꝑdicto quam sup hijs que sibi tunc ibm objicietur Et ad faciend, &c. (ut in Atc.)

Procedendo.

Rex, &c. Majozi & Aldzis Civitatis nostr London salutem Licet nos nuper volentes certis de causis Cerciozari sup quandam Peticonem sive Bill Anglican que erat eozam vob seu vestrū aliquo in Cur nrā Civic ꝑdice inter A. B. Quer & S. M. Def. dependen p hze nostrū nuper vobis mandavimus qd tenozem Peticonis sive Bill ꝑdice cum omnibz eam tangen quibuscunq; noibz ptes ꝑdicte censarentur seu eozum aliquis censaretur nob in Cancellar nostram adeo plene & integre put in custod vrā residebatur sub Sigillis vris distincte & aperte mitteretis indilate Quibusdam tamen alijs de causis nos jam spialit moven vob mandamus qd de & in Petitone sive Bill Anglican ꝑdice vel aliqua al re eam tangen cum ea celitate qua de jure & secundū consuetud

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Civitat̃ p̃d̃ poteritis p̃cedatis dĉo b̃ri nr̃o vobis p̃rius direct̃ in aliquo non obstañ T. &c.

Habeas Corp' Vic':

Rex, &c. Vic' Staff. salt̃m Cum nos p̃ b̃re nostrum nup̃ Vic' dict' Comitat' p̃cepimus q̃d Attach' J. B. ita q̃d h̃eat coram nob̃ in Cur̃ Cam̃ nr̃o ad certum diem in dĉo B̃revi nostro content' ac ill' nos in eandem Cur̃ nostram retornavit q̃d virtute b̃ris nostri p̃dict' cepit Corpus p̃dict' J. B. cujus quidm̃ Corpus adeo languidum esset in P̃risona nostra Com̃ p̃dict' sub custodia sua ut illum ad diem p̃dict' paratum h̃ere non potuit Tibi p̃cipimus firmit̃ injungend̃ q̃d Corpus p̃dict' J. B. nunc sub custodia tua ut dicitur detent' h̃eas coram nob̃ in dĉa Cam̃ nr̃o in Octab' &c. ubicunq̃ tunc fuerit unacum causa vel causis capc̃onis & detenc̃onis ipsius J. B. in P̃risona p̃dicta ad respondend̃ nob̃ tam de quodam contemptu p̃ p̃fat' J. B. illac ut dicitur q̃m̃ de hijs que sibi tunc ib̃m objicientur Et ad faciend̃ ulterius & recipiend̃ quod dĉa Cur̃ nr̃a consideraverit in hac p̃te Et hoc sub p̃cio incumben̄ nullatenus omittas Et h̃eas ibi hoc b̃reve Teste, &c.

LINCOLN'S INN LIBRARY

Inco' ad quietand' Poſſeſſion'.

Rex, &c. W. S. ac cuicunq; al' plone ſive quibꝫcunq; al' plon aliquid jus ſtatm uſd intereſſe poſſeſſione ſive demand de vel in Capital Meſuag vocat S. & omnibꝫ terris eidem ptinen vel eodm uſitat ſcituat jacen & exiſten in B. in Com nrō R. & de & in quadꝫingenc Acr de terr boſcat jacen & exiſten in ſepalibꝫ pochijs de B. H. L. O. & R. in Com nrō R. in quodam finali Judicio ſive decree cozam nob in Cur Canc nre inc W. M. Gen & Ux' ejus Relict & Adminiſtratric R. B. Ar defunct & R. B. Ar fil & hered dcī R. B. p Guard p Bill de revivend Quer & Johem S. Ar conſanguin & hered H. S. Mil & Bar & Ricm Young Ar defunct nup fact & reddic geren dat xviij. die Julij ule ptic mencionat & erpzels, aut de vel in aliqua inde pte ſive pcella p vel ſub te pfat W. S. vel p vel ſub pfat Hum poſt Exhibicionem queremon dcī Ric B. cozam nob in dca Cur Canc Termiō Sce Trin Anno Reg Carol Regis pzimi pcharissimi nup Pzis nrī 17 verſus dcum Hum S. & al' hen clamen vel vendicone & eorum cuilibet ſaltm Oſtens eſt nobis in dicta Cur nra p te pfat Quer qd p Judicin ſive Decree pdict adjudicat & decret ſit qd pdicti Querles hered & aſſignat ſui Capital Meſuag terr & quadꝫingent acras terr boſcat que quidm pmiſſa con-

conveiac vel mencionac conveiac fuer p ꝑfac Hum̃ S. Rico B. Ar̃ & heredib⁹ suis p Indentur̃ gerend dac 15 die Nov. Anno Regni ꝑcharissimi nup Pris nr̃i Dn̄i Carol nuper Regis Angl̃ octavo donec & quousq; 1500 l. in questione unacum damag & custag pinde ꝑfac Quer̃ solue fuer̃ Oḋq; tu ꝑfac W. S. bri nostro de Execucone Decret ꝑdict debe inservie existen Decretu ꝑdictu plozmare aut possessionem ꝑmissozum delibare recusasti & tu ꝑfac W. S. p Dzdin̄ dicte Cur̃ nostre gerend dac 21 die instan̄ Febr̃ in contemptu nostri dicteq; Cur̃ nostre adjudicac & Pzisone nostre de le Fleet pinde Commiss sis & Decret ꝑd obediencia reddere omnino adhuc recusas (minus juste) ut dicitur nos ad hec consideracionem hentes tibi igitur ꝑfac W. S. Ar̃ ac vobis ꝑfac omnib⁹ & singulis ceteris plonis supzadict & vestrum cuilibet subpa 5000 l. de Ter̃ & Catall vestris & cujuslibet vestrum ad opus nostrum levand̄ firmit̃ injungend̄ ꝑcipimus qd̄ possession Capitat Meluag ac terrarum eidm ꝑtinen̄ ac ter̃ boscat ꝑdict & aliozum ꝑmissozum ꝑdictozum & cujuslibet inde ptis & pcelle abhinc penitus amoveatis & quilibet vestrum amoveat ac qd̄ ꝑfac Quer̃ Hered & Assignac suos in Capitat Meluag terras & ꝑmissa ꝑdict in Decret ꝑdict mencionat & expzess & quamlibet inde partem & parcellam intrare & ingredi ac plenam & quietam possessionem earundem absq; aliqua interrupcone seu contradicone quacunq; here tenere uti frui

poſſidere & gaudere pmittatis & quile veſtrum pmittat quovismodo Teſte, &c.

Breve de Aſſiſten'.

Rex, &c. Vic noſtro R. p tempore exiſtēn ſalt̄m Cum W. S. Ar' p breve noſtrum de injunct̄one e Cur' Canc noſtre nuper emanat̄ ſcdm quendam Ordin̄ coram nobis in dicta Cur' noſtra fact̄ inter W. M. Gen & Ux' ejus, &c. Quer' & Johem S. &c. Def. gerēn dat̄ 27 die Feb ult̄ p̄t̄ie nuper p̄cept̄ fuit q̄ idm W. S. a poſſeſſione Capital Meſuag vocat̄ S. ac quarundam terrarum & quadringent̄ acrarum terrarum boſcat̄ in Com tuo in b̄i p̄d̄co & in quodam final Judic̄o ſive Decret̄ coram nobis in dicta Cur' noſtra inc partes p̄dictas nuper fact̄ & reddit̄ gerēn dat̄ 18 die Julij ult̄ p̄t̄ie mencionat̄ & ſpecificat̄ adtunc penitus amoveat & q̄ permittat p̄fat̄ Quer' in p̄miſſa p̄d̄ intrare & ingredi ac plenam & quietam poſſeſſion̄ eorundm here tenere & gaudere Jam quia datum eſt nobis intelligi q̄ p̄dictus Wilkus S. mandato noſtro in breui de Execuc Decret̄ p̄dict̄ ac in breui de Jnc̄one p̄dict̄ content̄ parere reculat Scias q̄ nos in complemen̄ ad Ordin̄ coram nobis in dicta Cur' Canc noſtre fact̄ inter partes p̄dictas gerēn dat̄ p̄lenciū dedimus ac tenore p̄lenciū damus tibi plenam poteſtatem & authoritatem ad p̄miſſa p̄d̄ in Decret̄ & Jnc̄one p̄d̄ mencionat̄ & expreſs̄ accedendi eas intrandi de-

inq̄

inq; Def. ac omnes al in possessione pr̃emiss existen contra tenorem Decret & Jnčon pdic e possessione eorundm amovend ac pfat Quer' in plena quiet & pacifica possessione omnium & singulorum pmissorum pdictorum indilate & sic de tempore in tempus toties quoties necesse fuer' ponend eosq; Hered & Assignat suos in tali possessione de tempore in tempus conservand & quietand Et ideo tibi mandamus qd immediate post receptonem hujus brevis ad pmissa pdic accedas eaq; intres ac dcm Def. ac omnes ill in possession pmissorum existen contra tenor' Decret & Jnčonis pdic e possessione eorundem amoveas ac pd Quer' omnium & singulorum pmissorum pdictorum indilate here facias plenam pacificam & quietam possessionem eosq; hered & assignat suos de tempore in tempus toties quoties necesse fuerit in tali possessione ponas & constitues seu poni & constitui facias ac de tempore in tempus in eadem pserves & continues & preservari & custodiri fac jurta tenorem veramq; intentonem Decret & brevis nostri de Jnjunčone pd Teste, &c.

Supersedeas Privileg'.

Rex universis & singulis Justiciarijs Judicibq; Vic Escaetoribq; Majoribq; Ball Constabularijs & omnibus alijs Officiar' Ministris & fidelibus nostris quibuscunque tam infra libertates quam extra ad

quos

quos presentes Litere pervenerint saltm Cum tam ex dignitate nostra Regia & Progenitorum nostrorum quondm Regm Angl qm ex consuetud antiqua in Alma Cur' Cancellar' nostre ac Progenitorum nostrorum a tempore cujus contrar' memor homin non existit hactenus obtene & approbat sit qd Cancellarius Angl aut Custos Magni Sigill Angl pro tempore existen ac alij residen Officiarij Clici & Ministri de eadem Cur' Cancellr' nostre ac Progenitorum nostrorum qui pntes & prompti in Obsequijs nostris infra eandem Cur' Cancellar' nostre pro bono publico Regni nostri indies deserviunt & insistunt de hoib' serviend terris tenemen Rebus & Bonis & Catallis suis liberi ac quieti esse debeant ac temporib' retroactis esse consuever' juxta privileg & libtat Cur' Cancellar' nostre pdict Nec ad comparend vel respondend coram aliquib' Justiciarijs Judicib' Officiarijs aut Ministris nostris secularib' quibuscunq pterquam coram Cancellar' Angl seu Custod Magni Sigill Angl qui pro tempore fuerit sup aliquib' plitis querelis transgress seu demand quibuscunq que personam nostram non tangunt (plitis de libo tento felonijs & apellis duntaxat except) aut rone alicujus summonicon sive impanellacon de vel in aliquibus Assis Jurat seu Recognicionib' coram eisdem Justiciar' Judicibus Officiar' vel Minist' capiend aut ad aliquod Officium Collectoris Subsidij decimarm &

& quintarum decimarum Guardian' Eccl'ie Constabular' Supervisorum viarum Supervisorum pro paupib' sive ad vigilandū vel wardandū seu ad aliqua alia Officia servic' seu attendenc' alibi q'm in Cur' nostra p'dict' exercend' per quam a dicta Cur' nostra retrahi possint contra voluntatem suam trahi vel compelli arrestari implacitari imprisonari eligi seu oñari non debeant quovismodo nec aliquib' temporib' retroactis consueverunt Que quidem consuetudo privileg & libertat' in Parliamento Dñi Edi nuper Regis Anglie tertij Progenitoris nostri apud Westm Anno Regni sui decimo octavo tenē per ipsum Regem ac p Comites & Barones suos ac per alios in dco Parliamen' existen' accepe fuer' & approbat' put p indorsamen' cujusdm Petitionis coram ipso Rege inde in die Parliamen' exhibit' & in Rotulis ejusdem Parliamen' irrotulat' plene liquet Et quia J. D. est unus Clicorum C. D. Ar' unius ex Clicorum Cancellarie nostre p'dict' Nos Consuetudin' & privileg' p'dict' erga & penes ipsum J. D. corroborantes & gratificantes ac ill' ei ad quod benefic' Causa p'd' de jure est spectans inviolabilit' ut p'dictum est observari necnon firmiter & plenarie approbari volentes vobis & cuilibet vestrum mandamus & firmit' injungend' p'cipimus q'd ipsum J. D. contra tenorem libertat' & privileg' p'dict' non molestetis seu gravetis nec ad comparend' vel respondend' coram aliquibs Justiciar'

Ju-

Judicibus Officiar' aut Ministris secu-
lar' quibuscunq; ꝑquam coram Cancellar'
nostro Angl seu Custos Magni Sigilli
Angl qui ꝓ tempore fuerit super aliqui-
bus plitis queret transgress seu demand
que personam nostram non tangunt (pli-
tis de libo tenemento felonijs & apellis
duntaxat excepe) nec rõne aliquibus sum̃o-
nicionis sive impanellacionis compellatis
nec vestrum aliquis compellat quovismo-
do nec in aliquibus Assis Jurat seu Re-
cognicionib; coram ꝑdice Justiciar' Judi-
cibus vel alijs Officiar' aut Ministris
quibuscunq; capiend nec in aliquo Officio
Collectoꝝ' Subsidij quintarum decimarũ
aut decimarum Gardian Eccle Constа-
bular' Supervisoꝝis viarum vel Collecto-
ris ꝑ pauperibus ponatis nec eligatis
neq; ipsum ad vigiland vel wardand vel
ad aliquod alium Officium servic aut at-
tendenc alibi qm̃ in Cur' nostra ꝑdice
faciend aut exercend compellatis nec com-
pelli faciatis quovismodo Et districtioñ
si qua eidm̃ J. D. ea occone feceritis seu
aliquis vrm̃ fecerit ill ei sine dilone re-
laxetis & vrm̃ quile relaxet Ita qd ipse
ꝑdice J. inde ꝑ vos vel aliqm̃ vestrum
contra tenoꝝem Libertac & ꝓvileg ꝑdice
vel in aliquo ꝑmissoꝝum non molestetur
seu in aliquo grabetur nec ab alijs quan-
tũ vos obstare poteritis ipm̃ molestari seu
gravari ꝑmittatis quovismodo Teste, &c.

Per,

Supers' Privileg' de veniendo & redeundo.

Rex, &c. universis & singulis Judicib' Justiciar' Vicecom' Majorib' Ballivis Constabular' ac omnibus al' Officiar' Ministris Ligeis & Subditis nostris quibuscunq; & eorum cuilibet salt'm Cum secundum consuetudinē in Regno nostro Angl' hactenus obtent' & approbat' hoīes ad presenciam nostram de mandato nostro spiali seu ad Cur' nostras venien' ibidem morand' & ad propria redeund' ac eorum familiares & servien' infra Protectionem & Defencionem nostras existunt spiales ipsiq; rōne alicujus debiti compt' transgress' seu alterius cujuscunq; contract' dum sic circa personam nostram seu in Curijs nostris de mandato nostro special' fuerint arrestari minime debeant seu imprisonari Cumq; per quendam Ordinem coram nobis in Cur' Canc' nostre inter A. B. Quer' & C. D. & E. Defres nuper fact' & reddit' coram dac, &c. Ordinat' sit qd' pdict' Def. Compt'm redderent coram J. L. Mil' in Canc' nostra Magrorum uno continen' mat'ias in eodem Ordin' mentionat' ac pdict' Def. ulterius ducent' mille passus pd' J. L. Mil' attendere in propriis personis suis vener' & attendant' eorum personal' circa Compt'm & materias pdict' valde necessar' & requisit' sit vobis igitur & cuilibet vestrum mandamus qd' pd' C. D. & E. seu eorum alter rōne alicujus debi' Compt' transgr' seu alt'ius cujuscunq; contract' dum sic circa mater' pd' attendant non arrestetis

reſtetis ſeu impꝛiſonetis nec eos ſeu eorum alterum contra conſuetud̃ pd̃ moleſtetis in aliquo ſeu gravetis Teſte, &c.

Com' ad dividend' Terr'.

Rex, &c. Dilcis, &c. ſciatis qd̃ nos de fidelitatibus & pvidis circumſpectionibus veſtris plurimum confiden (in Complemen cujuſdm Ordinis coram nobis in Cane noſtra inter A. B. Quer & C. D. &c. Defend̃ nuper facc & reddic gerend̃ dac, &c.) Aſſignavimus vos ac tenoꝛe p̃ſencid damus vobis, &c. plenam poteſtatem & authoꝛitatem ad ſepal Mañia Terr Tenemen & Hereditamen in Com noſtro D. (p̃antea Inheritanc A. B. defunct ac in queremon p̃fac A. B. &c. Quer coram nobis in dicta Cur̃ noſtra &lus p̃fac C. D. Def. exhibic querelac & exprels) accedendi eaq; intrandi ingrediendi & perambulandi ac eadem p̃miſſa dividendi diſtinguendi & ſepandi videlt unum dimidium vel medietatem coꝛundem hend tenend & gaudend p p̃fac Quer Hered & Aſſignac ſuos in ſepalitate ac alterum dimidium vel medietatem p̃miſſoꝛum p̃fac Def. & Heredibus ſuis remanere ſecundum Directionem & Ordin̄ pdicc Et ideo vobis, &c. mandamus qd̃ ad certos dies & locos quos ad hoc pvideritis ad ſepal Manerii Terr Tenemen & Hereditamen pdicc accedatis eaq; intretis & ingrediamini ac eadem p̃miſſa dividatis diſtinguetis & ſepetis in ſepalitate ut

pꝛe-

pzefertur hend̄ tenend & gaudend Ac omni execuconi p̄missoꝝ diligen Et cum sic feceritis nos p Certificacnem vestram de omnibus Factis & pgress vestris in p̄mis̄ in scriptis in pgameno redace nobis in dictam Cancellar̄ nostram in, &c. ubicunq; tunc fuerit sub Sigillis vestris &c. claus distincte & aperte reddat cercior̄ unacum hoc bzeve facien in p̄mis̄ juxta direccionem veramq; intencionem separ̄ Ozdin̄ p̄d̄ cujus tenor̄ vobis mittimus per Latozem p̄sencin̄ Teste, &c.

Com' ad seperand' Terr'.

Rex dilcis sibi, &c. Sciatis q̄d nos de fidelitatibus & pzobidis circumspeccoñibus vestris plurimum confiden Assignavimus vos ac tenoze p̄sencin̄ damus vobis, &c. plenam potestatem & authozitatem in complemen cujusdm Ozdin̄ coram nobis in Cur̄ Cancellar̄ nostre nup face & reddie inter Johem Cudwozth Clicum Rector̄ de K. in Com̄ W. Quer' & Johem Foztescue Ar' Def. geren dat 13 die Novemb (ule ꝓxie) in sepal̄ pcellas terrarum vocat Parsons Close, great Rye Piece, &c. pcell Manij de Weetley in Com̄ W. p̄d̄ ac in Ozdine p̄d̄ mencoñat intrandi & ingrediendi easq; pambulandi & superbidendi ac ex eisdem terris p metas & bundas sepandi seponendi & distinguendi tantum terral̄ que tempoze Inducoñis p̄fat Quer' in Rectozia p̄d̄ de valoze tresdecim libzarum p Annū (& non am-

amplius) fuerint permitti p Annis vel p Vita hend & gaudend pfat Quer' & fucceſſozibz ſuis Ac p meliozi pgreſſu vrō in pmiſſ damus vobis tribus vel duobus veſtrum conſilem poteſtatem & authozitatem Teſtes quoſcunq; p ptes pdictas ſeu earum altam pducend de & ſuper quibuſdam Articuł ſive Interr' que idonea fozе videritis ad veritatem pmiſſ illuſtrand ſeu inveniend diligenc examinand & ſupvidend examinacones teſtiū inter ptes pdicc antehac capc Et ideo vobis, &c. mandamus qd certis diebus & hozis ad hec congruis & oppozтunis ad terr' & pmiſſ pdicc accedatis eaq; intretis & ingrediamini Ac partes pdictas Teſteſq; ſnos cozam vobis, &c. venire faciatis & evocetis ac ipſos Teſtes & eozum quemlibet p ſe ſepatim de & ſup Interr' pzedictis ſup Sacra ſua tacc p ipſos pzius cozam vobis, &c. Sacroſkis Dei Evangelijs cozpozalit pſtand diligenc examinetis Ac tam ſupinde qm omnibz alijs vijs modis & medijs licitis omni execuconi pmiſſ diligenc intendatis Ac terr' pd ut pſertur ſi poteritis p metas & bundas ſeperetis ſeponetis & diſtinguatis ſed ſi ſepal pcell terr' pdicc ſup evidenc pdicc apparuerunt non excedere valozem treſdecim libzarum p Annum vel non fuiſſe valozis treſdecim libzarum p Annū tempoze pdicc tunc totas pcellas terr' pd p metas & bundas ſepetis ſeponetis & diſtinguatis hend tenend & gaudend p pdicc Quer' facien' in pmiſſ ſem direcōnem veramq; in-

intencõnem Ordinis p̃dicti cujus tenorem vobis mittimus p latorem p̃sencium Et cum sic feceritis nos de totis factis & progressꝰ vestris in p̃mis in Canc nostram p̃dictam (the return) ubicunq; tunc fuerit p Certificacõnem vestram in scriptis in pgameno redace sub Sigillis vestris trium vel duorum vestrum claus distincte & apte reddatis certiores hoc breve nobis eciam remittentes Teste, &c.

Attach' Cestr'.

Rex, &c. Camerar' nostro Cestr' sive ejus Deputat ibm̃ salutem vobis mandamus qꝺ p breve nostrum sub Sigill Comitat nostri Cestr' debo modo conficiens Vic nostro ejusdem Com̃ detis in mandatis qꝺ Attach A.B. ita qꝺ &c. (put in Attach) Et heatis ibi tunc breve nostrum p̃dictum p te sibi inde direct unacum hoc brevi Teste, &c.

Palatin' Lanc'.

Cancellar' suo Ducat sui Lancastr' vel ejus Deputat ibidem salutem vobis mandamus qꝺ p breve nostrum sub Sigill nostro Com̃ nostri Ducat p̃dict Vic nostro ejusdm̃ Comitat detis sp̃ialit in mandatis qꝺ Attach, &c. Et heatis ibi hoc Breve & aliud breve sibi inde direct Teste, &c.

Inc'o ad restr' vast'.

Rex, &c. A. B. necnon servientibus agentibus & operarijs suis quibuscunq; & eozum cuilibet salt̃m Ostens̃ est nobis in Cur' Canc' nostre ex pte C. D. Quer' qd̃ cum idem Quer' p quandm̃ suã queremoñ cozam nobis in dicta Cur' nrã blus te p̃fat A. B. Def. nup exhib' Relevid̃ sibi petijverit adheri p̃ matijs in eadem queremoñ contene Qdq; tu p̃fat Def. diversa vasta & spolia ppetrasti & adhuc ppetras sup quodam Meluagio vel Tenemen ac sup quibusdam antiquis terr̃ pzat & pastur̃ ad eadem spectañ Ac etiam magna vasta & spolia ppetrasti in discindend̃ diversis Arbozibus Maeremij ibm & plures earumdem discindere comminas jacen & existen in poch A. in Com̃ nostro R. minus juste ut dicitur Nos ad hec consideracionem hentes vobis igitur p̃fat omnibus & singulis psonis sup̃dictis & vestrum cuilt subpena quingentarum libzarum de Terr̃ Bon̄ & Catall' vestris & cujuslibet vestrum ad opus nostrum levand̃ firmit̃ injungend̃ p̃cipimus qd̃ dictas antiquas terr̃ pasturas & pzati arare vel sulcare ac aliquas Arbozes Maeremij sup dicta p̃missa crescen aut humoi Arbozes que jam decis & pstrat sunt exinde aspoztare effodere eradicare succidere sive psternere vel aliqua al' vasta sive spolia quecunq; in vel sup dicta Pzemissa & Meluag̃ sive Tenemen̄ pd̃ facere com̃ittere

sive

ſibe ꝓpetrare aut cõmitti ꝓmittere adhuc deſiſtatis & quilt veſtrum adhuc penitus deſiſtat donec, &c. T. &c.

Com' ad Proſtern' Maerem' & inde levand' ſummam Pecun' in Complemen' cujuſdam Ordinis.

Rex, &c. Dilcis ſibi, &c. ſaltm Sciatis qꝺ nos de fidelitatibus & ꝓvidis circumſpeccõnibus veſtris plurimum confiden aſſignavimus vos ac tenoꝛe ꝑſencim damus vobis, &c. plenam potem & authoꝛitatem (in Complemen cujuſdam Oꝛdin coꝛam nobis in Cur Canc noſtre nup fact & reddit inter A. B. & al ꝓ Guarꝺ Quer R. L. & al Defendentes geren dat 4 die Marcij ult ꝑſit) in Manr Terr Tenemen Boſcos & Maeremin ſupinde creſcen in Com noſtro L. in queremon dictoꝛ Quer in Oꝛdine ꝑdict mencõnat intrandi & ingrediendi eoſq; pambulandi & ſupvidendi & talem ptem ejuſdem Maerem que jam delapſa vel delapſura eſt ꝑſternendi & ſuccidendi quat ꝑſtrata & ſucciſa levabit vel faciet ſummam quingentarum libꝛarum ꝑter omn al neceſſar expens ad eadem ptinen (ꝑtermitten Eſtoveꝛ (Anglice Eſtoverꝫ) ꝓ tenentibus) Et poſtea Maremin & Boſc ꝑdict ꝑſterneritis & ſuccideritis eoſdem vendendi ad extremꝰ valoꝛem Et ideo vobis, &c. mandamus qꝺ certis diebus & hoꝛis ad hec congruis & oppoꝛtunis ad Mañia Terr Tenemen & Boſcos ꝑdict accedatis eoſq; intretis & ingrediamini Ac omnibus vijs modis & medijs licitis omni execu-

ſoni p̄miſſorum diligenc intendatis Ac Maeremiū p̄dictum ut p̄fertur p̄ſterni ſucridi & vendi cauſetis ad valorem p̄dictū Ac quicquid racone p̄miſſorum levabitur vos p̄fac (name two of the Commiſſioners) recipiatis & p̄dicto Quer A.B. & ad vel Aſſignar ſuis de tempore in tempus debo modo p̄ſolvatis & ſatisfaciatis donec pecuniam & expens p̄dicc ut p̄fertur levanda & ſatisfca fuer facien in p̄miſs juxta tenorem veramq; intencionem Ordin p̄dicti cujus tenorem vobis mittimus p latorem p̄ſencium Teſte, &c.

Att' Privileg'.

Rex, &c. Vic S. ſaltm̄ p̄cipimus tibi qd Attach A.B. ita qd eum habeas coram nobis in Canc noſtra in, &c. ubicunq; tunc fuerit ad reſpond C.D. un Clicorum F.H. Mil unius ſex Clicorum dicte Cur noſtre in plito debi Et ad faciend ulkius & recipiend quod dicta Cur, &c.

Superſedeas ſuper Att'.

Rex, &c. Vic—ſaltm̄ Licet nos nup per breve noſtrum tibi p̄cepimus qd Attach A. ita qd eum heres coram nobis in Canc noſtram ad certū diem in dicto brevi noſtro contenc ubicunq; tunc foret ad reſpondend nobis tm̄ de quodam contemptu nobis p̄ fac A. illac ut dicitur qm̄ de alijs que ſibi tunc & ibidem objicerentur & ad fac ulkius & recipiend quod dicta Cur noſtra

noſtra conſideraverit in ea pte ꝓut p̄ bꝛeve p̄d̄ plene apparet Quibuſdam tamen certis de cauſis nos ad p̄ſen̄ ſp̄ialit̄ moven̄ tibi p̄cipimus q̄d̄ omnem execuc̄onem bꝛevis nr̄i p̄d̄ quamcunq; p te in aliquo faciend̄ ſupſedeas omnino Et ſi ipſum A. p̄textu mandati noſtri p̄dict̄ cepis aut ipſum in Carceribus manucapt̄ tenes tunc ipſum A. a Priſona qua ſic detinetur ſi ea occone & non alia detineatur in eadem ſine dilone delibari fac̄ T. R. &c.

Superſedeas ſuper Att' cum procl'.

Rex, &c. Vic̄ M. ſalt̄m licet nos nuper p bꝛeve noſtrum tibi p̄cepimus q̄d̄ in omnibus & ſingulis locis infra Balliam tuam t̄m infra Libertates q̄m extra ubi magis expediri videris ex pte noſtra publice p̄clam̄ fac̄ q̄d̄ A. ſub pena ligeanc̄ ſue coram nobis in Canc̄ noſtra ad certum diem in dicto bꝛevi noſtro content̄ ubicunq; tunc foꝛet p̄ſonalit̄ compareret ꝓut per bꝛeve noſtrum plenius apparet Quibuſdam tamen certis de cauſis, &c. (ꝓut in ſupſedeas ſup Attach.)

Superſedeas ſuper Com' Rebell'.

Rex, &c. Dilcis ſibi (ut in Com̄) ſalutem Cum p Literas noſtras Patent̄ vobis & cuilibet veſtrum conjunctim vel diviſim mandaverimus q̄d̄ A. B. ubicunq; invent̄ foꝛet infra Regnum noſtrum Angl̄ tanquam Rebellem & Legis noſtre con-

temptorem Attach seu Attach fac ita qđ eum heretis vel heri fac coram nobis in Canc nostra ad certum diem in dictis Literis Patēn contenc ubicunq tunc foret ad respondend super illis que sibi adtunc & ibidem objicerentur & ad faciend ulterius & recipiend quod dicta Cur nra consideraret in ea parte Quibusdam tamen certis de causis nos jam movēn vobis & cuilibet vestrum mandamus qđ in omni Executone Literar nostrarū Patēn pd p vos seu vestrum aliqm in aliquo fiend superseedeatis omnino Et si pd A. ptextu mandati nostri pd ceperitis sive vestrum aliquis ceperit & in Prison manucapc tenetis seu vestrum aliquis tenet tunc ipm A. a Prisona qua sic detinetur si ea occone & non alia detineatur in eadem sine dilone liberari fac T. R. &c.

Breve Claus' super Decret'.

Rex, &c. C. D. salt Cum p quoddm finale Judicium sive Decretum in Cur Canc nostre nup fac & reddit inter A. B. Quer & pfat C. D. Def. gerēn dat 11 Junij ult pt Ordinat & Judicat est qđ pdict C. D. solveret pfat A. B. 1000 l. bone & legis moner Angl Tibi igitur pfat C. D. pcipimus & firmiter injungend mandamus qđ pd 1000 l. pdicto A. B. immediate post recepcon hujus brevis debo modo solvas seu solvi facias juxta tenor effectum veram intencon

De-

Decree p̄d & hoc nullatenus omittas quo-vismodo, &c.

Cercior' Clerico Parliam'.

Rex Dilco & fidel suo A. B. Ar Clico Parliamentorum nostrorum salt̄m volentes certis de causis Cerciorar sup tenorem cujusdam Acc Parliament' fact & stabilit in Parliamento nostro tent & inchoat apud Westm̄ die Anno Regni nostri & ibm̄ usq; diem Continuat Ac deinceps usq; diem pr' sequen prorogat intitulat An Act, &c. Tibi mandamus q̄d tenorem Acc p̄dict cum omnibus eum tangen nobis in Canc' nostram sub Sigillo vestro distinct & aperte sine dilone mittas & hoc breve T. R. &c.

Certiorar' utrum Maner' sit antiquum Domin'.

Rex, &c. Thesaur' & Cancellar suis salt̄m quibusdam certis de causis certiorar volentes utrum Maner de S. in Com̄ L. sit de antiquo Dñico Corone Angl' necne vobis mandamus q̄d scrutat libro nostro qui vocat Doomseday de eo q̄d inde inveneritis in Canc' nostram sub Sigillo Scacij nostri distinct & aperte sine dilone reddatis cerciores hoc breve nobis remitten T. R. &c.

Certiorar' ad removend' Bill' a Cur' Major' Londop'.

Rex, &c. Majozi & Aldzis Civitat nre Londoñ ſaltm volentes certis de cauſis Certiozari de & ſup quadam Petiõne ſive Billa querimoñ cozam vobis ſeu aliquo veſtrum verſ C.D. ads A.B. nuper exhic & pendeñ vobis mandamus qđ Petiõnem ſive Billam p̃d cum omnibus ea tangeñ quibuſcunq; noĩbus partes p̃dicte cenſeantur nobis in Canc' noſtra adeo plene & integre put in Cuſtoð veſtra ſeu alicujus veſtrum nunc reſident certificetis indilate ſub Sigillis veſtris unacum hoc bzevi ut ulteriz inde fieri faciamus quod de jure fiendð viderimus p̃cedeñ T. R. &c.

Certiorar' ſuper Depoſic'ones teſtium.

Rex, &c. Dilcis, &c. Saltm volentes certis de cauſis Certiozari ſup Exãiacõnibz & Depoſicõnibz quozumcunq; teſtium de oĩbus factis & ygreſſionibus veſtris in p̃miſſis inc A. B. Quer & C. D. Def. p vos p̃fat Com tres vel duos veſtrum ſup quibuſdam Interr virtute bzevis noſtri de Com vobis tribus vel duobus veſtrum direct capt & examinat penes vos jam reſideñ (ut dicitur) vobis & cuilibet veſtrum mandamus qđ Exãiacones & Depoſicones oĩaq; facta & greſs veſtras in p̃miſs adeo plene & integre put cozam vobis tribz vel duobz veſtrũ

vestrū capē fuer nobis in Canc nostram sine dilone ubicunq; tunc fuerit sub Sigill vestris trium vel duorum vestrum claus distincte & apte certificatis & mittatis unacum Com & Interr pō & hoc bzevi T. R. &c.

Certiorar' super securitat' Pacis.

Rex, &c. Custodibz Pacis sue in Com Y. & Vic ejusdem Com & eorum cuilt saltm volentes certis de causis Certiorari sup quandm securitat Pacis quam A.B. de C. in Com pō Gen invenit coram vobis seu aliquibus vestrum de eo qō ipse dampnū vel malum aliquod D. E. de Corpore suo aut de incendio domorum suarum non faciet nec fieri pcurabit quovismodo vobis & cuilt vestrum mandamus qō scrutat pō cum omnibus eam tangen quocunq; noīe idem A. censeatur nob in Canc nostram, &c. sub Sigillis vestris vel unius vestrum distincte & aperte sine dilone mittatis & hoc bzeve T. R. &c.

Certiorar' per que servitia.

Rex, &c. Thesaurar & Camerar suis saltm Volentes certis de causis certiorari p que servitia Maner de F. in Com L. cum ptin tenetur vobis mandamus qō scrutat tm libzis Feodorum qm libro vocat Doomsday & al Memor de Sctio pō pmiss tangen in Thesaur' nostro sub Custod vra existen de eo quod inde inveneritis in Canc nostram

nostram sub Sigillo Scij nostri distincte & aperte sine dilone mittatis & hoc bzeve T. R. &c.

Com' ad ex' Def. super contempt'.

Rex, &c. Dilcis sibi, &c. salt'm Sciatis, &c. (usq; ad potestatem & authozitatem, &c. C. D. Def. de & super quibusdam Interr plene interclus tangen vel concernen quendam Contempt p pd C. D. in materia A. B. Quer ppetrand ut dicitur diligent Examinand (juxta directon cujusdam Ozdin dicte Cur nostre in ea parte face & reddic geren dac die usq; pterit) Et ideo, &c. (usq; ad examinacionemq; sua) sup contempt pd recipiat, &c. put in Com.

Com' ad ex' test' ad proband' Contempt'.

Rex, &c. usq; ad authozitatem testes quoscunq; de & super quibusdam Interr tangen quendm Contempt p C. D. perpetrat ut dicitur plentibus interclus diligent Examinand Et ideo, &c. ut in Com.

Com' R. R. plit' sive moracon'.

Rex, &c. Dilcis sibi, &c. Cum A. B. Quer quandm Peticon cozam nobis in Cane nostra versus C. D. nup exhibuit q̃dq; eidem Def. p bzeve nostrum nuper pcepimus qd esset cozam nobis in dicta Cane

Canc nostra ad certum diem jam ꝓxime Petiꝯoni ꝓd Responsur sciatis qd dedimus vobis tribus vel duobus vestrum potestatem & authoꝛitatem juxta direccꝯonem Cur nostre ꝓd spialem responcꝯonem dicti Def. eidem Petiꝯoni fiend cujus quidem tenoꝛem vobis mittimus ꝓsentibus interclus sup sacrm suum p sacra Dei Evangelia coꝛpoꝛaliꝫ ꝓstand vel plitum suum ablꝙ sacro suo ꝓstand sive moꝛacoꝯ suam in lege ꝓd Def. querimoꝯ ꝓd fiens debe & respective recipiend Et ideo vobis tribus vel duobus vestrum mandamus qd ad certos diem & locum quos ad hoc ꝓvideritis ad ꝓfat Def. si coꝛmode ad vos laboꝛari non possit accedatis ac responcoꝯ sive plitum & moꝛacoꝯ suam ꝓdict debe & respective ut dicitur recipiatis & in scriptis in ꝓgameno redigatis & cum illas sive illam sic recepitis eas sive eam nobis in dictam Canc nraꝫ, &c. ubicunꝙ tunc fuerit sub Sigillis vris trium vel duoꝛum vestrum claus distincte & aperte mittat unacum tenoꝛe ꝓd & hoc bꝛeve T. &c.

Com' RR. Corporis Incorporat' & al' Def.

Rex, &c. Dilcis sibi, &c. Cum A. B. Quer quandam suam Petiꝯonem coꝛam nobis in Cur Canc nostre ꝟsus Decan & Capitulum Eccle Cathedꝛal Beate Marie Lincoln & C. D. & E. F. Defendentes nup Exhuer qdꝙ eisdem Def. ꝓ bꝛeve nostrum nuper ꝓcepimus qd essent coꝛam nobis in dicta

dicta Canc nostra ad certum diem jam ꝓterit Petiꝯoni ꝓd responsur & quia Decanus, &c. ꝓd sunt unum coꝛpus coꝛpoꝛat ac pinde respons suas unanimo consensu facte consueverunt Sciatis igitur qd nos de fidelitatibus & ꝓvidis Circumspeccionibus vestris plurimum confiden assignavimus vos ac tenoꝛe ꝓsencium damus vobis tribus vel duobus vestrum plenam potestatem & authoꝛitatem ipsos Decan, &c. & al Def. de, &c. Et ideo, &c. qd accedatis ad Decan, &c. ac ipos de & sup materia Petiꝯonis ꝓd diligenc examinetis responꝯonesq; suas eidem Petiꝯoni fiend sub cõi Sigillo suo recipiatis & al Def. de & super materia Petiꝯonis ꝓd super sacra tact, &c. (ut in gen al Com.)

Com' ad assignand' Guard' pro Def.

Rex, &c. Dilcis sibi, &c. Cum A. B. Quer quandam Petiꝯonem coram nobis in Canc nostra ꝯtus C. D. nuper exhuer' Qdq; eidem Def. p bꝛeve nostrum nuper ꝓcepimus qd esset in dicta Canc nostra ad certum diem jam ꝓteritum Petiꝯoni ꝓd respondur' Qui quidem Def. Infans infra etatem vigint & unius annoꝛum existen eidem Petiꝯon respondere & sectam ꝓd defendere p Guard suum debeat Sciatis igitur qd nos de fidelitat & ꝓvidis circumspectionibus vestris plurim Confidentes assignavimus vos ac tenoꝛe ꝓsentium Damus vobis tribus vel duobus vestrum plenam potestatem & authoꝛitatem

tem juxta directionem dicte Cur̃ nostre spialem ad pfat̃ Def. accedendi ac quandam hitem & idoneam psonam eligendi & assignandi p ejus Guard̃ p quem respondere & lectam pd̃ defendere possit Et ideo vobis tribus vel duobus vestrum mandamus qd̃ ad certos dies & loc̃ quos ad hoc pvideritis ad pfat̃ Def. accedatis ac Guard̃ p pd̃ Def. eligatis & assignetis ac certificacon̄ vestram inde fac̃ & in scriptis in pergameno redigatis & cum sic feceritis eam nobis in Canc̃ nostram pd̃ in, &c. ubicunq; tunc fuerit sub Sigillis vestris trium vel duozum vestrum claus distincte & aperte mittatis unacum hoc Brevi T. R. &c.

Com' ad ex' Testes ex assensu partiu' om'

Rex, &c. Dilcis sibi, &c. salt̃m Cum quedam materia litis & differentie cozam nobis in Canc̃ nostra inter, &c. nuper ozta & mota sit & adhuc indecisa & indeterminata pendet Sciatis qd̃ nos de fidelitatibus & pvidis circumspeconibus vestris plurim̃ confiden assignavimus vos ac tenoze p̃sentiu̇ in Complemen̄ cujusdam Ozdinis geren̄ dac̃, &c. damus vob̃ tribz̃, &c. plenam potem & authozitatem ex pleno libero & unanimo consensu & assensu ptiu̇ pd̃ & earum cujuslibet Testes quoscunq; de & sup quibusdam Interr̃ p ptes pd̃ pducend̃ tam ex pte pd̃ Quer̃ q̃m ex pte pd̃ Def. vobis tribus vel duobus vr̃m mini-

minist̃and seu deliband̃ diligene examinand̃ Et ideo, &c. (ut in geñal Com̃.)

Certiorar' Coi' Banco.

Rex, &c. Dilecto & fidel nostro A. B. Capitat Justic Cur̃ nostre de Co' Banco salt̃m quibusdam certis de causis coram nobis in Canc nr̃a nuper ꝓposit Certiorari volentes de vel super tenore Judicij cujusdam p C. D. Quer̃ ꝯtus E. F. Def. in dicta Cur̃ nostra de Co' Banco de Termino Sc̃e Trin̄ Anno Regni nostri sc̃do hic & obtenc & in Rotulis ejusdem Cur̃ nostre de Co' Banco videlt in Rotulo 19 Rotulorum de Termin̄ p̄d̄ de Recordo remanen̄ Tibi mandamus & firmit̃ injungen̄ p̄cipimus q̄d̄ tenor̃ Recordi sive Judicij p̄d̄ nobis in Canc nostra p̄d̄ sine dilone ubicunq; tunc fuerit sub Sigillo tuo distincte & aperte mittas & certifices hoc breve nobis remitten̄ T. R. &c.

Certiorar' in Banco Rs'.

Dilco & fidel nostro A. B. Mil Capitat Justic de Banco nostro salt̃m Sciatis q̄d̄ nos quibusdam certis de causis coram nobis in Canc nostra ꝓpositis Certiorar̃ volentes de & super tenore quatuor sepal Recordi in Banco nostro de Termino Sc̃e Trin̄ Anno Regni nostri sc̃do hic & obtenc tria quorum Recordi p C. D. Quer̃ ꝯtus E. F. Def. hic & obtenc fuer̃ quartum autem Recordi p G. H. ꝯtus p̄fat E. F.

in

in Banco nostro de eodem Termino hic & obtenc fuit Que quidm Record in Banco nostro de Termino pd' Roc 50, 60, 70, 80. de Recordo remanent Tibi igitur mandamus & firmiter Injungen' ꝓcipimus qd' tenores sive Transcripc separ record' pd nobis in Canc nostra sine dilone ubicunq; tunc fuerit sub Sigillo tuo mittas & certifices distincte & aperte unacum hoc brevi T. R. &c.

Certiorar' Spial'.

Rex, &c. Majori Aldris & Vic Londoñ & eorum cuilt saltm volentes certis de causis Certiorar' super causa capconis & detencionis A. B. in Prisona nostra sub Custodia vestrum pfat Vicecom detenc ut dicitur vobis mandamus qd' causam pd' cum omnibus ea tangen quocunq; nomine idem A. B. in causis ilt censeatur nobis in Canc nostram in, &c. ubicunq, &c. sub Sigill vestris vel unius vestrum distincte & aperte mittat & hoc Breve T. R. &c.

Attach' pro Cl'ico vel Officiar' Canc'.

Rex, &c. Vic, &c. saltm ꝓcipimus tibi qd' Attach C. D. de E. in Com tua Gen ita qd' eum habeas coram nobis in Canc nostra (the return) ubicunq, &c. ad respondend' F. G. Gen un Clicorum W. C. Mil un ler Clicorum Cur Canc nre vel ad respondend' H. J. uni Ministro-

rum

rum vel uni ſex Clicorum Cur Canc nre vel uni Curſitor vel uni Clicorum parvi Bagi Cur Canc nre vel uni Deputat T. M. Mir Regrij Cur Canc nre vel Clico Corom vel Clico Hanapij Cur Canc vel un Secrariorum pdilecti & fidel Conciliar noſtri G. J. Dnd Canc Angl vel un Servien pdicti, &c. de & ſuper quibuſdam tnſgreſs F. G. p plac C. D. illat ut dicitur (vel ſic de plito debi) vel de quodam tnſgr &c.) 40 l. quas ei debet & injuſte detinet ut dicitur & ad fac, &c. T. R. &c.

Com' emend' Error' in Depos'.

Rex, &c. Dilcis, &c. ſaltm Cum varie lites & controverſie nup mot & ore ſunt ac in Canc noſtra adhuc pendent indecis & indeterminat inter A. B. Quer & C. D. Def. Cumq; nos p examinacone teſtiu inter partes pd' vobis tribus vel duobus veſtrum Commiſſionem noſtram nuper direximus ad cujꝰ Execucionem & Examinacon E. F. Interr ei ex parte Quer exhib non ingroſſat ſint examinacio dco F. ſed oppoſit & ingroſſat ſunt depoſicio cujuſdm unius alioꝝ teſtiu ex parte dicti Quer examinat ac quedam Depoſicon dicc G. H. ingroſſantur & certificantur p erroꝝ & negligenc trium Clicorum ad engroſs Depoſicones pd' apud Execucionem Com pd' appunctuat ſicut per Certificat dcorum J. K. L. M. duorum Commiſs pd' nobis plen liquet & apparet Sciatis igitur qd' nos de fidelitatibus & magis p-

vidis

vidis circumſpeccionibus veſtris plurimũ confidẽd aſſignavimus vos ac tenore p̃ſencium damus vobis tribus vel duobus vrm̃ poteſtatem & authoꝛitatem Depoſic̃ones p tres veſtrum in Cur̃ noſtram ante hac reꝛtoꝛn̄ ac jam in p̃ſentibus interclus̃ & vobis retoꝛnare diligenc̃ comparand' ac p̃ficiend' ac omnes Errores in eadm̃ commiſs̃ coꝛrigend' & emendand' juxta verum Oꝛiginal vobiſcũ ſeu aliquo veſtrum jam remanẽd Et ideo vobis tribus vel duobus veſtrum mandamus q̃d' ad certos diem & loc̃ quos ad hoc p̃viderie Execuc̃ bꝛevis noſtri de Com̃ diligenter intendatis ac depoſic̃ones ſic vobis miſſas circumſpecte p̃vide & ſollicite comparetis coꝛrigatis & p̃ficiatis cum Oꝛiginalibus p̃d' Et cum ſic feceritis tunc nobis in Cur̃ Canc̃ noſtre ſine dilone ubicunq; tunc fuiẽ de toto facto & de Depoſic̃onibus p̃d' ſic comparat' coꝛrect' & p̃fect' ſub Sigillis veſtris trium vel duoꝛum veſtrum claus diſtinct' & aperte mittatis Et hoc bꝛeve T. R. &c.

Certiorar' ſuper Com' ad aud' & determinand'.

Rex, &c. Dilcis, &c. ſaltm̃ Cum nuper volentes certis de cauſis certioꝛar̃ ſuper omnibus & ſingulis examinac̃onib; teſtiũ inter A. B. Quer̃ & C. D. Def. tangẽd vel concernẽd ſtatũ E. F. defunct̃ Ar̃ de toto fc̃o Judicio & opinionib; veſtris in p̃miſſis vobis ſpꝛetis mandatis noſtris ſp̃d' ut accepimus p̃miſs̃ face vel ſalt̃ cauſam

quare ea facē noluistis vel non potuistis nobis significare hactenus non curaveritis in nostri mandat̄ p̄d' contempt̄ manifestū & ipsius dampn̄ non modicū & gravamen de quo miramur q̄m plurimū & movemur vobis adhuc mandamus firmiter injungend' q̄d' nos de omnibus & singulis examinacōnibus testiū p̄d' ac de toto facto Judicio & opinionibus vestris in p̄missis nobis in Canc̄ nostram certificetis juxta tenorem mandat̄ nostrorum p̄d' prius vobis direct̄ vel vos ipsi sitis coram nobis in Canc̄ nostra in, &c. ubicunq; tunc fuit ostensū quare mandato nostro p̄d' toties vobis inde direct̄ parere sub pena mille librarum nullatenus omittatis contempsistis Et habeatis ibi hoc breve unacum examinacōnib; ill̄ sibi tangen̄ T. R. &c.

Com' ad dividend' Terr' ex assensu.

Rex, &c. Dilcis sibi, &c. salt̄m Cum super auditu materie coram nobis in Cur̄ Canc̄ nostre inter A.B. Quer̄ & C.D. Def. in p̄sentia Jurisperitorum utriusq; p̄tiū Ordinat̄ fuit ex assensu & consensu p̄tiū p̄d' quoad sepand' p̄ mer̄ & bund' Maner̄ & Terras de C. in Petic̄one p̄fat̄ Quer̄ in dicta Cur̄ nostra versus p̄fat̄ Def. nuper exhibit̄ content̄ & menconat̄ & exp̄ress̄ a Tenemen̄ & Terr̄ p̄d' Def. ibm jacen̄ & ab alijs Terris existen̄ p̄ ipsos in excamb̄ capt̄ sicut p̄ quendam Ordinem in dicta Cur̄ nostra inter partes p̄d' fact̄ de & super

ſuper audie materie ꝓd̄ gerend̄ dar, &c. plenius apparet Sciatis igitur qd̄ nos de fidelitatibus & ꝓbidis circumſpeccoñibus veſtris plurimū confidentes aſſignavimus vos ac tenore ꝓſencij damus vobis tribus vel duobus veſtrum plenam poteſtatem & authoꝛitatem ad Maner̄ & Terr̄ ꝓd̄ accedend̄ & intrand̄ ac eadem ſupervidend̄ in partium ambarum ꝓſentia vel earundm̄ ptiū alterius & ſol & bundas & mer̄ Maner̄ & Terr̄ ꝓd̄ a Tenemen̄ & Terris ibm̄ ac ab alijs Terris ꝓ Quer̄ in Excambio capt̄ diſtinguend̄ ſepand̄ & dividend̄ Et ideo vobis tribus vel duobus veſtrum mandamus qd̄ ad certos dies & loc̄ quos ad hoc ꝓvideritis ad Maner̄ de A. ꝓd̄ & ad Terr̄ ꝓd̄ accedatis & intretis Ac vi & tenoꝛ Oꝛdin̄ ꝓd̄ deb̄ bund̄ & mer̄ ejuſdm̄ Manij de A. a Tenemen̄ & Terr̄ ꝓd̄ Def. ibm̄ jacen̄ & exiſten̄ & ab alijs Terris ꝓ ꝓfat̄ Quer̄ in Excambio capt̄ vere & diſtincte appunctuetis ſepatis dividatis & diſtinguat̄ ſecm̄ tenoꝛem exigen̄ & veram intencoñ Oꝛdin̄ ꝓdict̄ ita qd̄ nobis manifeſte apparet que Terr̄ ab antiquo dividerint Maner̄ Firma & que Terr̄ & Tenemen̄ ꝓd̄ Def. ab antiquo eciam ptinuere & ſpectavere Et cum hoc ꝓ vos tres vel duos veſtrum ita fact̄ & pact̄ ſit nob̄ de toto facto & exꝓreſſ̄ veſtris in ꝓmiſſ̄ in dictam Canc̄ noſtram in, &c. ubicunq; tunc fuerit ſub Sigillis veſtris trium vel duoꝛum veſtrum nob̄ remittend̄ ut inde fieri facimus quod equitati conſonans foꝛe videbitur Ꝓvoviſo ſemper qd̄ ꝓfat̄

Def. pzemoneatur p ſpacium xiij dierum de die & loco Executõũ hujus Commiſs T. R. &c.

Com' ad ex' teſt' in partibus tranſmarinis & adminiſtr' Sacrum' Interpretator'.

Rex, &c. Dilcis ſibi, &c. ſaltm Sciatis qđ nos de fidelitatibus & ꝓvidis circumſpectõnibuꝫ veſtris plurimum confidẽũ juxta directõnem duoꝝm ſepat Qꝛdiñ coꝛam nob in Cur̃ Canc̃ noſtr̃ in Angl Inter A. B. Quer & C. D. Def. nuper Vic quoꝝm unus gerit dac, &c. alc, &c. aſſignavimꝫ vos ac tenoꝛe p̃ſenciũ damꝫ vob tribꝫ vel duobꝫ veſtrum plenam poteſtatem & authoꝛitatem teſtes quoſcunq; de & ſuper quibuldam Inter tm ex pte p̃fat Quer qm ex pte p̃fat Def. ſeu earũ ptiũ alterius vob tribꝫ vel duobꝫ vrm miniſtrand ſeu deliband diligene examinand ac eciam p melioꝛi examinac̃one Teſtiũ p̃d damus vob tribꝫ vel duobꝫ veſtrum ulteriozem poteſtatem & authoꝛitatem ſacrm adminiſtrand alicui Interpꝛetatoꝛi ſive aliquibꝫ Interpꝛetatoꝛibꝫ fidel & linguis pdic p Sacra Dei Evangelia coꝛporalic p̃ſtand Interrogatoꝛia p̃d & teſtiũ Depoſic̃ones bene & fidelic Interpꝛetari ſi neceſſe fuerit Et ideo vob tribꝫ vel duobꝫ veſtrum mandamus qđ ad Domũ Mancõnal E. F. in Civitate de A. in Holland in ptibꝫ tranſmarinis ad certos dies quos ad hoc ꝓvideritis 25 die Menſis ſtilo veteri pꝛ' futur̃ conveniatis & aſſem-

assembletis ac de die in diem in execucone ꝑmissorum sedeatis & testes ꝑdictos coꝛam vob tribꝫ vel duobꝫ vrm venire fac & evocetis ac ipsos Testes & eoꝛum quemlibet ꝑ se sepatim de & super Interr ꝑd super Sacra sua tacr ꝑ ipsos ꝓius coꝛam vob tribꝫ vel duobꝫ vestrum Sacrosc̃is Dei Evangelijs coꝛporalr ꝑstand diligene examinetis ac omni execucioni ꝑmissorum diligene intendatis Examinacones q̃ suas sup eisdem recipiatis & in scriptis in pgameno redigatis & cum illas sic cepitis eas nob in Canc nostram ꝑd in Angl sine dilone ubicunq; tunc fuerit sub Sigillis vestris trium vel duoꝛum vestrum claus distincte & aperte mittatis unacum hoc bꝛevi T. R. &c.

Com' RR. Def. si non sit Lunaticus.

Rex, &c. Dilcis sibi, &c. salt̃m Cum A. B. Quer quandam Peticoem coꝛam nob in Canc nostra ꝯlus C. D. Def. nup exhuer q̃q; eidem Def. ꝑ bꝛeve nostrum nup ꝑcepimus qd esset coꝛam nob in dicta Canc nostra ad certum diem jam ꝑterit Peticoni ꝑd respondr q̃q; ex informacone ꝑd Def. jam nup intellexim̃ ꝑd Def. Lunaticus foꝛe supponitꝫ & ideo ad Peticon ꝑd respondend non debuisse Sciatis igitur qd nos de fidelitat & ꝓbitis circumspecionibꝫ vestris plurim confiden assignavimus vos ac tenoꝛe ꝑsencium damus vobis tribꝫ vel duobꝫ vestrum potestatem & authoꝛitatem ipsum utrum idoneus vel

ſufficien ſit ad reſpondend Petiꝯoni ꝓ̄ diligene examinand Et ideo vob̄ trib̄ vel duob̄ veſtrum mandamus qd̄ ad certos dies & loca quos ad hoc ꝓvideritis ad ꝓ̄fat C. D. ſi commode ad vos labozari non poſſit accedatis ac ipſum C. D. ꝑ ſufficiencia ſe Petiꝯoni ꝓ̄ reſponſur diligene examinetis ac ſi ipſum C. ſufficien vel idonen ad id faciend̄ inveneritis tunc ipm̄ C. de & ſup materia Petiꝯonis ꝓ̄ diligene etiam examinetis & ſeipſum C. ſufficien vel idonen id faciend̄ inveneritis tunc ipſum C. D. de & ſup materia Petiꝯonis ꝓ̄ ſup ſacrm̄ ſuum ꝑ ſca Dei Evangelia cozpozalit ꝓ̄ſtand̄ diligene examinetis reſponꝯonemq; ſuam eidem Petiꝯoni fiend̄ recipiatis & in ſcriptis in ꝑgameno redigatis ac ipſas res ſic in ꝑgameno redace ſub Sigillis veſtris trium vel duorum veſtrum claus diſtincte & aperte in dictam Canc̄ noſtram in, &c. ubicunq; tunc fuerit mittatis ut inde fieri faciamus quod ad equitatem conſonan̄ foze videbitur T. R. &c.

Com' ad recipiend' ſcripta per res confeſſa.

Rex, &c. Dilcis ſibi, &c. ſalt̄m Cum ꝑ quendam Oꝛdin̄ cozam nob̄ in Canc̄ noſtra geren̄ dat, &c. face ine A. B. Quer & C. D. Def. quodd̄m bꝛeve nr̄m de ſubp̄a ꝯſus ꝓ̄fat C. D. Conceſſerat qd̄ idem C. in ꝑꝛia ꝑſona ſua eſſet cozam nob̄ in dicta Canc̄ noſtra ad certum diem jam ꝓ̄tic in dicto bꝛevi noſtro contene deferens ſecum quedam

quedam Feoffamene sibi & alijs fact de duobus Messuagijs & quibusdam Terris in E. in Com H. put p bre & Ordin pdicte plenius apparet ac idem C. adeo impotens exist qd usq Cur Cane nostre pd ad diem illum ad deferend Feoffamene pdicte absq maximo Corporis sui picio laborari non sufficit ut accepimus Sciatis igitur qd dedimus vob trib vel duob vestrm potestatem & authoritatem pd Feoffamene de pd C. sup Sacrm suum recipere Et ideo vob trib vel duob vestrum mandamus qd ad certos dies & loca quos ad hoc p videritis ad pfat C. si commode ad vos laborari non sufficit plonalie accedatis ac pd' Feoffamene de pd' C. super Sacrm suum coram vob trib vel duob vestrum sacrosc's Dei Evangelijs corporalit prestand' diligent accipiatis Et cum ea sic ceperitis ea nob in Canc nostram in, &c. ubicunq tunc fuerit sub Sigillis vestris trium vel duorum vestrum distincte & apte mittatis & hoc breve T. R. &c.

Com' ad ex' Test' ad proband' Comp'.

Rex, &c. Dilcis sibi, &c. Sciatis qd' nos de fidelitatibus & prudis circumspectionibus vestris plurimd confiden assignavimus vos ac tenore plencid damus vob tribus vel duobus vestrum potestatem & authoritatem in complemen cujusdam Ordinis in Cur Canc nostre inter A. B. Quer & C. D. Def. sup auditu materie litis inter ptes pdicte fact gerend dac, &c.

Teſtes quoſcunq; tam ex pte p̄zelac Quer qm̄ ex pte p̄d' Def. ſeu earumdem ptiū alterius de & ſup quibuſdam Interr̄ vob tribus vel duobus veſtrum miniſtrand' ſeu deliband' ad p̄band' ſive illuſtrand' materiam Comp̄ inter ptes p̄d' p Ozdin̄ p̄d' fiend' diligene examinand' Et ideo vob tribus vel duobus veſtrum mandamus qd' ad certos dies & loc quos ad hoc p̄videritis Teſtes p̄d' cozam vob tribus vel duobus veſtrum venire fac & decretis ac ipſos Teſtes & eozum quemlibet p ſe ſepatim de & ſup Sacra ſua tacc p ipſos pzius cozam vob tribus vel duobus veſtrum ſacroſcis Dei Evangel cozpozalit̄ p̄ſtand' diligene examinetis examinac̄oneſq; ſuas ſup eiſdem recipiatis & in ſcriptis in pgameno redigatis Et cum illas ſic recepitis eas nob in dictam Canc̄ noſtram in, &c. ubiq;unq; tunc fuerit ſub Sigillis veſtris trium vel duozum veſtrum claus diſtincte & aperte mittatis unacum Interr̄ p̄d' & hoc bzevi T. R. &c.

Com' aliud ad exam' Teſt' tangen' Comp'.

Rex, &c. Dilcis ſibi, &c. ſaltm̄ Sciatis qd' nos de fidelitat & p̄vidis circumſpec-tionibus veſtris plurimū confiden̄ juxta direc̄oñ trium ſepal Ozdin̄ cozam nob in Cur̄ Canc̄ noſtre fac̄ inter A. B. Quer & C. D. Def. quozum un̄ dac̄ gered, &c. alc, &c. & ulterius, &c. ac eciam cujuſdm relac̄oñ ſup duos pzior Ozdin̄ fac̄ p J. F. Mil un̄ Magiſtrozum Cur̄ Canc̄ nr̄e

inter

inter ptes p̄dice gerend dae, &c. Assignavimus vos ac tenore p̄sencid damus vob tribus vel duobus vestrum plenam potestatem & authoritatem Testes quoscunq; de & sup quibusdam Interr tm ex parte p̄fac Def. qm ex pte p̄d' Quer seu earumdm partid alterius vob tribus vel duobus vestrum ministrand' seu deliberand' p clarificac̄one materie tangen Comptd in Ordin & Relac̄on p̄d' mencionat & exprels diligene examinand' Et ideo, &c. ut supra in ak brevi T. R. &c.

Com' spial' Magistro ad exam' Def. & Testes tangen' Comp'.

Rex, &c. Johi f. Will und Magistro Cur Cane nostre ex eadem saltm Sciatis qd' nos de fidelitate & p̄vida circumspec̄one tua plurimd confiden assignavimus te ac in complemene quorundm Ordin coram nob in dicta Cur nostra inter A. B. Quer & C. D. & ak Def. nup face & reddie quorum unus dae gerit, &c. ale, &c. & ale, &c. damus tibi plenam potestatem & authoritatem dcum Def. C. D. & testes quoscunq; tangen Comptd in Ordin p̄dice mencionat vel aliqm alia rem Comptd p̄dice concernen de & sup quibusdam Interr sive aptis quiōnibus tibi p ptes p̄dictas seu earum aliquem ministrand' tm ex parte dice Quer quam ex parte dice Def. C. D. seu earum partid alterius diligene examinand' Et ideo tibi mandamus qd' ad cert dies & loc quos ad hoc

p̄ro-

prohibeatis Def. & Teſt' pd' coram te venire fac & evoces & ipſos & eorum quilibet p ſe ſeperatim de & ſup Interr' ſive aptis quibꝰ pd' Compt' pd' vel aliqm aliã rem ut permittatur ſup Sacra ſua tacr p ipſos prius coram te ſacroſcis Dei Evangelijs corporalit' pſtand' diligenc examinetis examinacones q; ſuas ſuper eiſdem recipiatis noſq; de toto facto & progreſſu tuo in pmiſſis p relacionem tuam in ſcriptis reddas certiores faciens in pmiſſis juxta tenorem & veram intencionem Writ pdict' T. R. &c.

Com' ad ex' Seq'rores.

Rex, &c. Diſcis ſibi, &c. Cum p quendam Writ in Cur' Canc' noſtre nup' fact & reddit' inter A. B. Quer' & C. D. Def. gerend' dat, &c. Writinat' exiſtit (inter al') qd' J. F. Vic' in Canc' noſtra pd' Magiſtrorum unus rebideret Relacionem ſuam gerend' dat, &c. & ad certitudinem reduceret Compt' tanged' p'ſ' terrarum ſequeſtrat' ſup ſacra ſequeſtrorum in Writ pd' mencionat' Sciatis qd' nos de fidelitatib; & prudis circumſpeccionib; veſtris plurimum confiden' aſſignavimus vos ac tenore p'ſencium tm' in complemen' Writ pd' qm' directionis dicti Magiſtri Cur' noſtre pd' ſuperinde die p Relacionem ſuam dat, &c. damus vob' trib; vel duob; veſtrum poteſtatem & authoritatem ſequeſtratores pd' tres vel duos eorum tanged' materiam pdict' diligenc' examinand' Et ideo vob'

trib;

trib⁹ vel duob⁹ vestrum mandamus qd ad certos dies & loc quos ad hoc ꝓvideritis sequestrator ꝑdict tres vel duos eor̄d coram vob trib⁹ vel duob⁹ vestrum venire fac & evocetis ac ipsos sup sacra sua tact ꝑ ipsos ꝓius coram vob trib⁹ vel duob⁹ vestrum sacrosc̄is Dei Evangelijs corꝓoralit̄ ꝑstand tangen materias ꝑdictas diligent̄ examinetis Computaq; sua sic per vos tres vel duos vrm capt in scriptis in ꝓgameno redigatis & cum ill sic cepitis ad nob in Canc nostram p̄d sine dilone ubicunq; tunc fuerit reddatis certiorez & hoc breve factū in ꝑmiss juxta tenor & veram intenc̄onem Ordin & Relacon̄ p̄d cujus tenor vob mittimus ꝑ latorem ꝑsencium T. R. &c.

A Clause to be inserted in an Injunction, not to stay Trial at Law.

Licebit autem A. B. Def. ad Cōem Legem plitum petere & ad triac̄onem sup inde ꝓcedere ac ꝑ ipsius defku Judicium intrare Execuc̄o vero inde retardetur Et hoc, &c.

A Docquet *pro Com' Rebell'.*

Com Rebell direct A. B. C. D. E. F. Ged conjunctim vel divisim Atc J. G. ads H. R. Rec. &c. T. R. &c.

Com-

Commission to a Master upon Account and Discount.

Rex, &c. Dilco & fidel suo W. G. Mil und Magrozum in Cur Canc nostre salt Scias qd dedimus tibi plenam potestatem & authozitatem testes quoscunque sup sacra sua ad pband & p te faciend verum Computd ac recepcone & solucone vel alicujus alcius computd pdict concernend & adhuc non examinat juxta tenozem & veram intencionem cujusdam Ozdind gerend dat, &c. inc, &c. fact, &c. & reddit diligenc examinand. Et ideo tibi mandamus qd execucionem pmissozd diligenc intendas ac adhibit testibus pdictis & eozum cuilt sacra & sancta Dei Evangel cozam te cozpozalit pstand ipsos de veritate diligenc examinand ac omnia & singula fac & exequaris juxta tenorem & veram intencionem Ozdinis pd Et cum hoc feceris tunc nos de veritate qua pcis in Canc nostra pd reddas certiores, T. R. &c.

Commissio ex' Test' tangen' Comp' in rure.

Rex, &c. Dilcis sibi, &c. salt Sciatis qd nos de fidelitatibz & pbidis circumspeccionibz vestris plurimd confidentes assignavimus ac tenoze plencid damus vob tribus vel duobus vestrum potestatem & authozitatem in complemend cujusdam

dam Ordin in Canc nostra inc, &c. sup auditu materie litis inc ptes ꝑdictas face gered dar ꝑsencid Testes quoscunq; tm ex pte ꝑd Quer qm ex pte dicti Def. seu eorum pcid alterius de & super quibusdm Interr vob tribus vel duobus vestrum ministrand sive deliberand tangen sive concernen materias in Ordin ꝑd specificat diligenc examinand Et ideo vob tribus vel duobus vestrum mandamus qd ad certos dies & loc quos ad hoc ꝓvideritis Testes ꝑdictos coram vob tribus vel duobus vestrum venire fac & evocetis ac ipsos Testes & eorum quemlibet ꝑ se sepatim de & sup sacra sua tact ꝑ ipsos ꝓius coram vob tribus vel duobus vestrd sacrosc̄is Dei Evangel corporalit ꝑstand diligenc examinetis examinconesq; super eisdem recipiatis & in scriptis in pgameno redigatis Et cum ill sic ceperitis eas nob in dictam Canc nostram, &c. ubicunque tunc fuerit sub Sigillis vestris trid vel duorum vestrum claus distincte & apte mittatis unacd tenore ꝑdicto & hoc bri faciend in ꝑmiss juxta direccionem veramq; intencionem Ordin ꝑdicti cujus tenorem vob mittimus ꝑ latorem ꝑsencid Teste R. &c.

Certiorar' pro Depositionibus capt.

Rex, &c. Dilcis sibi, &c. salt̄m volentes certis de causis Certiorar sup quibusdam Depositiones testid Interr, &c. ꝑ nos virtute brevis nostri nob in ea pte direct capt

&

& adhuc penes nos resident ut relatt est vob mandamus qd Depositiones pdictas cum omnibus ea tangen adeo plene & integre put p nos capte fuer & penes nos jam resident nob in Canc nostram, &c. ubicunq tunc fuerit sub Sigillis vestris clausis distincte & aperte mittatis Et hoc bzeve T. R. &c.

Distringas nuper Vic' Com' ads' un' Clericorum Cur' Canc'.

Rex, &c. Vic Dozs salt Precipimus tibi qd distringas A. B. nup Vic Com tui pdecessozem tum in Officio Vic Dozs pd p omnia Terras & Tenementa sua in Ballia tua Ita qd nec ipse nec aliquis p ipsum ad ea mand apponet donec aliter a nob inde huis in mandatis & qd exit eorundem nob respondeas ita qd heas cozam nob in Cur Canc nostre ubicunq tunc fuerit Cozpus C. D. quem p ceptum nrm eidem A. in ea pte nup direct cepit put ipse nob in Canc nostra pdict ad certum diem in dicto pcepto nostro content jam plit nup mandaverat ad respondendum Jo L. Gen unum Clicozum C. P. Ar unius ser Clicozum Cur Canc nostre pdicte de plito tnsgr ad faciend ulterius & recipiend quod Cur nrm pdict in hac pte considerabit Et hoc nullatenus omittas Et heas ibi hoc bzeve T. &c.

Label Vic Dozs distringas p L. rex, &c.

A

A *Habeas Corpus* if granted *de die in Diem*, then *post receptionem hujus*, &c. *& sic de die in diem usque, &c.*

Rex, &c. Guardiano Prisone nostre de le Fleet sive ejus Deputat iđm salt̃m Tibi p̃cipimus qđ Corpus A. B. quocunq; nomine sive addic̃one nominis idem A. censeatur capt̃ & in Prisona nostra sub Custodia tua detent̃ ut dicitur habeas coram nob in Canc̃ nostra immediate post recepc̃onem hujus brevis & sic abinde usq;, &c. pr' futur' ubicunq; tunc fuerit ad faciend & recipiend quod dicta Cur' nra de eo considerabit in hac pte Et hoc nullatenus omittas. Et habeas ibi hoc breve T. R. &c.

Label Guardiano de le Fleet Habeas Corpus, &c.

If to the King's Bench.

Marescallo Marescalcie Cur' nostre coram nob tenend vel ejus Deputat ibidem salutem.

If to the Gatehouse.

Rex, &c. Ballivis Libertat Decani & Capituli Ecclesie Collegiat Sancti Petri Westm in Com Midd salt̃m.

Sub-

Subpœna ad ex' Teſt' coram Commiſſionarijs.

Rex, &c. A. B. &c. ſalt̃m Vobis p̃cipimus firmiꝛ injungend̃ qd̃ omnibus al p̃termiſſis & excuſacone quacunq; ceſſante in ppꝛijs ꝑſonis veſtris ſitis coꝛam, &c. Commiſſionar' noſtris ad certum diem quem latoꝛ hujus bꝛis nob p̃fixit ad teſtificand̃ & veritatem dicend̃ ex pte A. B. verſus C. D. & hoc Subpena C. li. nullatenus omittas T. R. &c.

Injunc'o pro non compar'.

Rex, &c. J. W. ac Conſiliar' Attoꝛn & Sollicitatoꝛ' ſuis quibuſcunq; & coꝛum cuilibet ſalt̃m Oſtens eſt nob in Cur' Cant̃ noſtre ex pte R. G. Quer' qd̃ cum ipſe Quer' quandam ſuam queremon̄ coꝛam nob in Cur' noſtra p̃d̃ ꝺ̄ſus te ꝑfat̃ Johem nuper exhibic relevium ſibi petijverit adheri de & concernen̄ materijs in eadem content̃ At tu ꝑfat̃ Dek. cum bꝛevi noſtro de Subpa inſervie exiſten̄ nond̃ compuiſti ſed in contumacia d̃ce Cur' noſtre ſiſtis velut p ſacꝛd̃ ſatis fide dignum plenius apparet unde ꝺ̄ſus te emanat eſt bꝛeve noſtrum de Attach interim vero ſectam ad Coñunem Legem p materijs p̃dictis ꝓſequeris minus juſte ut dicitur nos ad hec Conſiderac̃onem hentes tibi igitur p̃fat̃ Johi W. ac vobis ceteris ꝓſonis ſupdictis & veſtrum cuilt Subpa 200 l. de Terr' Bon̄ & Catallis veſtris & cujuſlibet

juſtibet veſtrum ad opus noſtrum levandū firmie injungendō p̄cipimus q̄ ab omni ulteriori p̄ſecuc̄one quacunq; ad Com̄ Legem de p̄ vel ſuper materijs in queremon̄ p̄d̄ contene ſeu ſpecificat deſiſtas deſiſtatis & quilt veſtrum deſiſtat donec & quouſq; tu p̄fat Def. queremon̄ p̄dict directe & pfecte reſpondē contumaciam tuam p̄dictam ſatisfeceris d̄cāq; Cur' noſtra alit Ordinaverit in hac p̄te, &c.

A Clauſe to be after inſerted, where the Injunction is not to extend to the ſtaying a Trial at Law.

Sed ſi exitus ad Com̄ Legem p̄ materijs p̄d̄ictis junct ſit tunc ad triac̄onem ad Com̄ Legem p̄cedere valeatis aliquo in p̄ſentibus in contrarium non obſtante Judicio tamen vel Execuc̄onem Judicij ſup veredicto aliquo p̄ vos obtinend petere poſtulare vel impetrare deſiſtas & quilt veſtrum deſiſtat Et hoc, &c.

Injunc' quia Def. non reſp'.

Rex, &c. J. M. ac Conſiliar' Attorn̄ & Sollicitator' ſuis quibuſcunq; & eorn̄ cuilt ſaltm̄ Oſtens eſt nob in Cur' Canc̄ noſtre ex parte W. C. Quer' Q̄d cum ipſe Quer' p̄ quandam queremon̄ ſuam coram nob in Cur' noſtra p̄d̄ verſus te p̄fat J. Def. nup exhit relevid ſibi petijverit adheri p̄ materijs in eadem contene Ac licet hꝫeve noſtrum de Subp̄a ad comparendū & quere-

mon̄ p̄dicte respondend̄ sup te execue fuit nondū tamen respondisti sed in contemptu nostri d̄ēq; Cur' nostre sistis manifesto unde ꝯlus te emanac est bzeve nostrum de Attach interim tamen sectam ad Com̄ Legem ꝯlus p̄dict' Quer' p materijs p̄dictis plequeris minus juste ut accepimus Nos ad hec consideracionem hentes Tibi igitur p̄fat' J. M. ac vob p̄fat' Consil' Attozn̄ & Sollicitatoz' tuis quibzcunq; & vrm̄ cuilt Subpa 200 l. de Terris Bon̄ & Catallis vestris & cujuslibt vestrum ad opus nostrum levand̄ firmie injungend̄ p̄cipimus qd̄ ab omni ulciozi plecuc̄one quacunq; ad Com̄ Legem de p vel concernen̄ aliquas materias in queremon̄ p̄d̄ querelat & ex p̄mis̄ desistas desistatis & quilt vrm̄ desistat donec & quousq; tu p̄fat' Def. queremon̄ p̄dict' directe & plecte responderis p contempt' tuo p̄dicto satisfeceris d̄ēq; Cur' nostra alit' ozdinaverit in hac pte spialit' & hoc subpena p̄dicta nullatenus omittas nec omittat vrm̄ aliquis quovismodo T. R. &c.

Injunc' super Ded' pot'.

Rex, &c. J. F. nec non Consiliar' Attozn̄ Agene & Sollicitatozibus suis quibuscunq; & cozum cuilt salt̄m Ostens est nob in Cur' Canc̄ nostre ex parte T. C. Quer' qd̄ cum ipse Quer' p quandam suam queremon̄ cozam nob in dicta Cur' nostra versus te p̄fat' Johem Def. nuper exhibit relevium sibi petijverit adheri de p vel super materijs in queremon̄ p̄dicta con-

contene qđq; tu p̄fat J. Def. p Attoznat tuum compuisti & Deo potestatem respondendonem tuam queremon̄ p̄dict̄e fiend̄ in ture ad recipiend̄ nuper obtinuisti in dilatone p̄cess̄ Quer' manifesta ac inde tamen sectam ad Com̄ Legem p materijs hic in questione p̄sequeris minus juste ut dicitur Nos ad hec considerat̄onem hentes Tibi igitur p̄fat J. F. ac vob p̄fat Consiliar' Attozn̄ & Sollicitatozibus tuis p̄d̄ & vestrum cuilt subpena 100 l. de Terr' Bonis & Catallis vestris & cujuslibt vestrum ad opus nostrum levand̄ firmiter injungend̄ p̄cipimus qđ ab omni ulciozi p̄secut̄one quacunq; ad Com̄ Legem de p vel sup materijs in queremon̄ p̄dicta querelat desistas desistatis & quilt vestrum desistat donec & quoulq; tu p̄fat Def. queremonie p̄dict̄e p̄fect̄e responderis d̄ctq; Cur' nostra aliter Ozdinaverit in hac parte sp̄ialtie Et hoc, &c.

Injunc' ubi contradicat' est morac'o.

Rex, &c. Thome Scott Consiliar' Attoznat & Sollicitatozibus suis quibuscunq; & eozn̄ cuilt saltm̄ Osteng est nob in Cur' Canc̄ nr̄e ex p̄te T. P. Quer' Qđ cm̄ ipe Quer' p quand̄ ejus queremon̄ coram nob in dicta Cur' nostra ꝯtus te p̄fat Th̄ Def. nuper exhibit relevium sibi petijverit adhiberi ꝯtus obligat̄onem quandam penalitat̄ sexagint̄ libzarum satisfact̄ & exonerat̄ p agreament̄ existen̄ & ad obtinend̄ Obligat̄onem p̄dictam delibari Can-

celland cui quidm queremoñ tu ꝑfat Def. mozacoñ adhuisti insufficien existen que contradicat est ꝑ dictam Cur' nostram tuꝯ ꝑfat Def. debes eidm queremoñ respondere sed nondum respondisti Nos ad hec consideraconem hentes Tibi igitur ꝑfat T. S. ac vob Consiliar' Attoznat & Sollicitatozibus tuis & vestrum cuilt subpena 200 l. de Terr' Bon & Catal vestris & cujuslibet vestrum ad opus nostrum levand firmit injungend ꝓcipimus qđ ab omni ulcioꝛi ꝓsecuc̃one quacunꝯ ad Com Legem de ꝑ vel sup Obligac̃one ꝑdicta in questione desistas desistatis & quilt vestrm dest̃at donec & quouloꝯ Tu ꝑfat Def. queremoñ ꝑdicte responderis dc̃aꝯ Cur' nostra alie Ozdinaverit in hac parte ſpalit Et hoc, &c.

Injunc' ubi Responsio insufficiens est.

Rex, &c. S. H. ac Consiliar Attoznat & Sollicitatozibus suis quibuscunꝯ & eorum cuilt saltem Ostens est nob in Cur Canc nostre ex ꝑte S. H. Quer qđ dictus Quer ꝑ quandam ejus queremoñ coram nob in dicta Cur nostra ꝟsus te ꝑfat Saram Def. nup exhibit relevium sibi petijverit adheri de vel ꝑ materijs in eadem content Quoꝯ tu ꝑfat Def. in dilac̃one ꝓcess ipsius Quer responc̃oem invalidam & minus sufficien queremoñ ꝑdicte adhibuisti velut ex relac̃one Thō B. Mil unius Magꝛozum Cur ꝑdict nob in ea ꝑte confect apparet Et nihilominus sectam

ad

ad Com̃ Legem de vel p̃ materijs p̃dictis p̃sequeris minus juste ut dicitur Nos ad hec Consideracõnem hentes Tibi igitur p̃fat S. M. ac vobis ceteris p̃lonis sup̃dictis ac cuile vestrum subpena ducentarum libr̃arum de Terr̃ Bon̄ & Catall̃ vestris & cujuslibet vestrum ad opus nostrum levand̃ firmit̃ injungend̃ p̃cipimus q̃ ab omni ulteriori p̃secucõne ad Com̃ Legem de vel p̃ materijs in queremon̄ p̃dicta ut p̃fertur querelat̃ abhinc desistatis & quilt̃ vestrum desistat donec & quousq; tu p̃fat Dek. queremon̄ p̃dicte directe & p̃fecte responderis dictaq; Cur̃ nostra alit̃ ordinaverit in hac parte sp̃ialit̃ Et hoc, &c.

Injunc' quando nulla Causa ostens' est.

Rex, &c. W. P. ac Consiliar̃ & Sollicitator̃ suis quibuscunq; & eorum cuilt salt̃m Cum p̃ causis & racõnibus nob̃ in Canc̃ nostra 3 die Novembr̃ instant̃ Ostens ex parte Th̃ M. Quer̃ glus te p̃fat W. P. Dek. Ordinar̃ erat q̃ breve nostrum de Injunctone e dicta Cur̃ nostra glus te p̃fat Dek. p̃ moracõne p̃cessus ad Com̃ Legem glus dictum Quer̃ sup̃ quandam Obligacõnem p̃ solucõne centum & vigint̃ nov̄ libr̃ar̃ p̃ dictum Quer̃ T. B. Testator̃ suo intrat̃ usq; ad auditum Cause emanaret nisi tu p̃fat Dek. super noticiam ejusdem Ordin̄ Clico suo in Cur̃ dand̃ die Jovis tunc pr̃' futur̃ & nunc p̃terit̃ causam in contrar̃ inde ostenderis Nos in

complemen Ordin pd & p bonis causis & racionibus nobis eodm 3 die Novembr ostens Et p eo qd tu pfat Def. nullam causam in contrarium Ordin pd ostendisti sicut p Certificacionem Regij dce Cur nre plene appet Tibi igitur pfat W. P. ac vob pfat Consiliar Attorn & Solr suis & vestrum cuilt. subpa quingentaz librarum de Terr Bon & Catall vestris & cujuslibet vestrum ad opus nostrum levand firmit injungend pcipimus qd ab omni ulteriori plecucone quacunq ad Com Legem &c. dictum Quer de vel sup Obligacone pdicta cesses desistas cessetis & desistatis & quilt vestrum abhinc penitus cesset & desistat donec materia pdicta in dicta Cur nostra plenarie audit & determinat vel alit Ordinat fuerit in hac pte Et hoc, &c. T. R. &c.

Injunction upon depositing Mony in Court.

Rex, &c. A. B. &c. Ostens erat Nob in Cur Canc nostre 30 die Octobr Anno Regni nostri 22 ex parte C. D. Quer versus te pfat A. Def. qd tu pfat Def. veredictum obtinuisti ad Com Legem &c. pfat Quer p 100 l. ac quatuor Marcis custag Quas ipse Quer in manus tuas solvere volebat ita ut brve de Injunkone emanaret ad retardand plecucionem super veredcm Quas cm Consiliar tui pfat A. accepissent tunc Ordinat erat sup solucionem dictarum pecuniarum & custag pd ad diem in ea parte limitat dictum brve de Injunkone

junctone emanaret Jam quia dictus Quer̃ secũd directionem Ordin̄ pd̄ in Cur̃ ptulit pd̄ictam summam centum libr̃arum cum custag̃ pd̄ictis velut ex Certificatone Hastiarij dicte Cur̃ nostre plenius liquet Nos ad hec consideracionem hentes spiali em Tibi igitur pfat̄ A. B. ac vob pfat̄ Consiliar̃ Attorn̄at̄ Agene & Sollt̄ pd̄ & cuilibet vestrum subpena ducentarum libr̃arum de Terris Bon̄ & Catall̄ vestris & cuilt vestrum ad opus nostrum levand̄ firmie injungend̄ p̄cipimus qd̄ ab omni ulteriori pcucone quacunq̃ ad Com̄ Legem de p vel sup veredicto pd̄icto ab hinc desistes desistetis & quilt vestrum desistet donec materia pd̄, &c. Et hoc, &c.

Injunc' special' super feren' pecun' in Cur' Jurat' per Def. debit' in ejus Respons'.

Rex, &c. T. R. ac Consiliar̃ Attorn̄at̄ Agene & Sollicitatoribus suis quibuscunq̃ & eorum cuilt salt̄m Cum p quandam Ordin̄ Cur̃ Canc̄ nostre inter Georgium Hyrst T. L. E. R. & M. B. Quer̃ & te pfat̄ T. Def. gerend̄ dat̄ 30 die Octobr̃ ult̄e p̄t̄ic̄ p causis & racionib̄ in dicto Ordin̄ mencionat̄ Ordinat̄ fuit qd̄ si pfat̄ Quer̃ duceret in dictam Cur' nostra pecun̄ quas tu pfat̄ Def. in tua Respoñcone querelon̄ pfat̄ Quer' exhibic tibi debitas esse juraſti hreve nostrum de Injuncone emanar' ad retardand̄ pcess tui pfat̄ Def. ad Com̄ Legem Nos ad hec consideracionem hentes ac super auditu Consit̄ ex utraq̃ parte ac

quia Consiliar' ex parte pfat Quer' obtuler' ad solvend tibi pfat Def. summam quinq; librarum quas in dicta tua Responcone debite fore Juratis Tibi igitur pfat T. R. ac vobis omnibus ac plos supdictis ac vestrum cuilt subpena ducentarum librarum de Bon Terr' & Catall vestris & cujuslibet vestrum ad opus nostrum levand firmit injungend pcipimus qd ab omni ulteriori psecucone quacunq; ad Com Legem Slus pfat Quer' vel aliquos eorum de vel p aliquibus materijs in queremon pfat Quer' vel alicujus eorum de vel p aliquibus materijs in queremon pfat Quer querelas desistatis & quilt vestrum abhinc penitus desistat donec & quoulq; materia queremon pdicte plenarie auditur & determinat fuerit in dicta Cur' nostra Et hoc subpena pd nullatenus omittas nec omittat vestrum aliquis ullo modo T. R. &c.

Spial' Injunc' super feren' pecun' in Cur'

Rex, &c. R. W. ac Consiliar' Attorn Agen & Sollicitatoribz suis quibuscunq; & eorum cuilt salt Cum p duos sepal Ordin coram nobis in Cur' Canc nostre inter J. G. Querentem & te pfat R. Def. facc prioz eorum gerend dat 3 die Decemb ult pter ac ulteriori eorum 28 die Januar instan Ordinat est qd super solucionem trigint librarum p pfat Quer' in dictam Cur' nostram breve nostrum de Injuncone emanar' ad retardand pcess tui pfat Def.

ad

ad Com̃ Legem ꝟlus ꝑfat Quer' usq; ad audiē hujus cause aut alie Ordin̄ in contrar' Nos ad hec Consideracōnem hentes ac quia ꝑfat Quer' ꝑdictam sum̃am 30 l. in dictam Cur' nostram intulit velut p Certificacōnem Hastiarij dicte Cur' nostre plen̄ apparet Tibi igitur ꝑfat N. W. ac vobis ꝑfat Consiliar' Attorn̄ Agene & Sollicitatorib⁹ suis quibuscunq; & vrm̃ cuilt subpena ducentarum libr̄arum de Bon̄ Terr' & Catall' vestris & cujuslibet vestrum ad opus nostrum levand̄ firmit̄ injungend̄ ꝓcipimus qđ ab omni ulteriori ꝓsecucōne quacunq; ad Com̃ Legem ꝟlus ꝑfat Quer' p aliquibus materijs in queremon̄ ꝑfat Quer' querelae desistatis & quilt vestrum abhinc penitus desistat donec & quousq; materia queremon̄ ꝑd̄ plenarie audit̄ & determinat̄ fuerit in dicta Cur' nostra Et hoc subpena ꝑdicta nullatenus omittat nec omittat vestrum aliquis ullo modo T. &c.

Injunc' ad quiet' Possessionem.

Rex, &c. A. B. Theologie Profess' Decan̄ Ecclesie Cathedral', &c. ac cuicunq; al' ꝓsone sive quibuscunq; al' ꝓsonis aliquod jus statum titulum clameum usum possessionem interesse sive demand̄ de vel in quadam parcella Terr' vocat', &c. in queremon̄ C. D. coram nobis in Cur' Canc̄ nostre ꝟlus te ꝑfat A. B. Def. nup̄ rḥie mencōnat' & specificat' aut de vel in aliqua inde parte vel parcella p vel subter

ter vos seu vestrum aliquem hend clamand vel vendikand & eorum cuilt saltm Ostens est nobis in Cur' nostra pd qd dictus Quer' per queremon suam pdictam relevari perijverit p Terr' pd Quq tu pfat Def. respons tuam adinde adhuisti Ac licet dictus Quer' huit actualem possessionem Terre pdicte p spacid 10 annorum ule ptie ante exhibicon queremon pdicte Cum velut ex sacro plenius liquet Tamen pfat Def. possessionem dicti Quer' disturbare conaris minus juste ut dicitur Nos ad hec Consideracionem hentes tibi igitur pfat A. B. ac vobis ceteris plonis supdictis & cuilt vestrum subpena 200 l. de Terr' Bon & Catall vestris & cujuslibet vestrum ad opus nostrum levand firmie injungend pcipimus qd dictos Quer' & Assignat suos plenam quietam & pacificam possessionem Terrarum in queremon pd ut pfertur querelae & cujuslibet inde partis vel parcelle here gauderi frui tenere & possidere pmittatis & quilt vestrum pmittat in tam amplis modo & forma put dictus Quer' & Assign sui tempore exhibicionis queremon pdicte & p tres annos ante huerunt possiderunt tenuerunt usi vel gabisi fuerunt aut corum aliquis huit tenuit usus vel gabisus fuit donec & quousq materia pdicta coram nobis in Cur' pdicta plenarie audie & determinat fuerit Et hoc, &c. T. R. &c.

If

If referred to Trial, this the Consideration.

Cum super auditu materie queremon dicti Quer' coram nobis in Canc nostra ꝓ ordinar est qd̄ sepales triacones (as the Case) ad Com Legem ad pr' Assis fuer' tangen ꝑmissa queremon ꝑdicc querelae equitate materie post triacionem ꝑdictam hic & Cur' ꝓ determinand̄ reservata Nos interim Quer' A. talem possessionem gaudere qualem p tres annos ante exhibicionem queremon ꝑdicte huerit volentes vobis, &c.

Injunc' ad quiet' Possessionem.

Rex, &c. J. B. & al nec non omnibus & singulis al ꝓsen aliquod jus statum titul clam̄ usum possessionem interes sive demand de vel in terr' commun & al ꝑmiss in queremon J. R. & al Quer' coram nobis in Cur' Canc nostre ꝓtus Vos ꝓtae Johem & al nuper exhibit mencionat & specificat aut de vel in aliqua inde parte vel parcella per vel subter Vos seu vestrū aliqm̄ clamand̄ seu vendican & eorum cuilt saltm̄ Ostens est nobis in Cur' nostra ꝓ qd̄ dicti Quer' per queremon suam ꝑdictam relevium sibi dari petijverint p terr' & ꝓmiss ꝓ Ac licet dicti Quer' & illi subter quos dicti Quer' clamant quietam possessionem terr' & ꝑmiss ꝑdicc huerunt p spacium viginti Ann̄ ulc ꝑtic ante Exhibicionem queremon ꝑdicc abq; molestac-

ne

ne vestrum pfat Def. veluti ex sacro plene liquet Vos tamen pfat Def. possessionem dictorum Quer' disturbare preditis minus juste ut dicitur Nos ad hec consideracionem hentes vobis igitur pfat J. B. & al ac vobis ceteris personis suprad'ctis & cuilt vestrum ad opus nostrū levand' subpena quingene libr'arum de Bon' Terr' & Catal' vestris & cujuslibet vestrum ad opus nostrum levand' firmit' injungend' p'cipimus qd dictos Quer' plenam quietam & pacificam possessionem Terrarum & Premiss' in queremon' p'dicta ut p'fertur querelae & cujuslt inde ptis vel pcelle here gaudere uti frui tenere & possidere pmittatis & quilt vestrum pmittat in trm amplis modo & forma put dict' Quer' tempore exhibicionis queremon' p'dict' & p tres Annos antea excepe molestacon' vestrum pfat Def. ut p'dicitur huer' possider' tenuer' usi vel gavisi fuerunt Et hoc subpena p'dicta nullatenus omittatis nec omittat vestrum aliquis ullo modo T. &c.

Breve ubi Decret' est pro solution' pecun'.

Rex, &c. A. B. salt'm Cum p quoddam Decretum in Cur' Canc' nostre 17 die Maij Anno Regni nostri xiv. Ordinat' & adjudicat' exitit & in Cur' nostra p'd' irrotulat' qd tu sol's A. B. decem libras legis monet' Angl' Tibi p'cipimus & firmit' injungend' mandamus qd pfat' decem libras pfat' A. debit' modo solvas & hoc

hoc sub piculo incumben̄ nullatenus omittas T. &c.

Breve de Executione Decreet p A. filius B. &c.

Label A. B. ad solvend̄ C. D. decem libras.

Com' ad examinand' Opifices super contempt'.

Rex, &c. Dilcis sibi, &c. Sciatis q̄d nos de fidelitatibus & p̄vidis circumspectionibus vestris plurimum confiden̄ Assignavimus vos ac tenore p̄lencium damus vobis tribus vel duobus vestrum potestatem & authoritatem T. B. R. W. &c. ad tangend̄ contempt̄ p dictos T. R. &c. ppetrat' ut dicitur in quadam materia inter A. B. Quer̄ & C. D. Def. de & super quibusdam Interr̄ p̄lentibus interclus diligenter examinand̄ Et ideo vobis tribus vel duobus vestrum mandamus q̄d ad certos dies & loc' quos ad hoc p̄videritis p̄fat' T. R. &c. coram vobis tribus vel duobus vestrum venire fac' & evocetis ac p̄dict' T. R. &c. & eorum quemlibet p se separatim de & sup Interr̄ p̄dictis sup sacra sua tact', &c.

Label Dilcis, &c. tribus vel duobus eorum ad ex' T. B. R. W. &c. sup Interr̄ ministrand̄ inf', &c. sup notic' sex dierum Def. & p̄tibus p̄d̄ dand̄ ree Oct' Hill.

In

An Injunction to stay Wasts committed upon Glebe Lands.

Rex, &c. J. P. necnon Operar Servis Agentibus & Assignatis suis quibuscunq; & eorum cuiit salm Ostens est nobis in Cur Canc nostre ex pte T. L. Quer glus te pfat Johem Def. qd idem Quer in feodo seisitus existens Mañij sive Dñij de H. cum ptinen ac advocacionis & Juris Patronagij Eccle Parochial ibm ac qd idem Quer' adinde pfentaret sup aliqua vacuitate ad dict Rectoriam (vacua existente) dcusq; Quer' Wilm Hooze Sacre Theologie Profess' adinde pfentabat qui ultra fuit admissus institut ac in eandem Rectoriam induct adeoq; devenit intitulat pquisit illius Attamen tu pfat Def. ptendens here pfentacionem a Thō Brown Mil ac existens in possessione illius ac intelligens qd idem Quer' eandem ad Com Legem recupare intendit decq; titulo tu hesitans possessionem illius deliberare recusas vero nupime fecisti vasta minus juste sup eadem pmissa in Arand & in Agriculturam convertend antiqua Prata & Pastur Terr' Glebal ejusdm Rectorie que a tempore cujus memoria homin non existit nequaqm arat fuit Necnon Boscos supinde stand & crescen discindis & pternis minus juste Nos ad hec consideracionem hentes Tibi igitur pfat Johi P. ac vobis omnibus supzamencionat pfonis & vestrum cuiit subpena 500l.

de

de Bon' Terr' & Catal' vestris & cujuslibet vestrum ad opus nostrum levand' firmit' injungend' p̄cipimus q̄d aliqua vasta sive spolia in vel sup̄ p̄miss' p̄dict' ut p̄fertur facere ppetrare seu committere desistas desistatis & quilt vestrum omnino desistat donec materia p̄dicta coram nobis in dicta Canc' nr̄a plenar' fuerit audit' Et hoc, &c.

Ne exeat Regnum.

Rex, &c. Vic' N. salt'm Quia dat' est nobis intelligi q̄d A. B. versus p̄tes extraneas ad q̄m plur' nobis & q̄m pluribus de populo nostro p̄judicialia & dampnosa ibm̄ p̄sequend' tūsire p̄sponit nos malitie sue resistere volentes in hac p̄te Tibi p̄cipimus firmit' injungend' q̄d absq; dilone quacunq; p̄fat' A. coram te coram̄ p̄salic' venire fac' Ac ipsum ad sufficien' manucaptores inveniend' qui ei' manucape voluerint sub certa pena p̄ te rōnabilit' imponend' p̄ qua nobis respondere voluerint q̄d ipse versus aliquas partes extraneas sine licentia nostra speciali se non divertit nec quicunq; ibidem p̄sequitur aut p̄sequi vel attemptare p̄sumet quod in nostri contemptum vel p̄judici' aut populi nostri dampn' cedere valeat nec aliquem vel aliquos ibidem mittet ex hac Causa quovismodo compellas Et si hoc coram te facere recusaverit tunc ipsum A. B. p̄' p̄sone nostre committas in eadem salvo custodiend' quousq; hoc gratis fac' voluerit & cum securitatem illam sic cepis nos in

Canc'

Canc nostra sub Sigillo tuo distincte & aperte reddas certiozes hoc bzeve nobis remittens T. &c.

Breve ad ex' Testes Def. in perpetuam rei memor'.

Rex, &c. A. B. salt Quia C. D. exhibuit coza nob in Canc nrm quandm Peticonem ut quidm Testes ibidem in ppetuam rei memozia examinarentur & ne id tibi in pjudicid cederet Tibi pcipimus firmit injungend qd oibz al' ptermiss & excusacone quacunq cessante in ppzia psona tua vel p tuum Attozn aut Deputat' sis coza nob in dicta Canc nra (Retozn) pr' futur ubicunq tunc fuerit ut dicti Testes aut alij quicunq ex pte tua ibm sint examinari possint Si ita velis vel ostenderis & ppones vel ostendi & ppoui fac tunc & ibem bonam sufficiend & pbabilem materia ppterea quare ijdem Testes p pte dicti C. in forma pdicta examinari & postea eozm examinacones secdm Ozdin & cursm dicte Cur nostre publicari & dirigi non debeant Et hcas ibi hoc bzeve T. &c.

Breve ad ostend' Causam.

Rex, &c. A. B. & Ux' ejus salt Quibusdam certis de Causis coram nob in Cur Canc nostre ppositis ac mencionat & specificat in quodam Ozdine coram nobis in dicta Cur nostra fact inter E. F. Quer & vos pfat A. B. & C. D. Def. geren dat, &c. vobis pcipimus firmiter injungend

qd

qđ oibꝫ alijs ꝑtermissis & exculacone quacunq; cessante in ꝑsonꝫ vris sitis coram nobis in dicta Canc nostra ꝓximo die Marcij ꝓx' futur ubicunq; tunc fuerit ostendentes vel ostendi facientes in contrarium ꝯdiꝯ ꝑdicti Cujus tenoꝛ' vobis mittimus & ꝓcipimus ibi hoc ꝯbe, T. R. &c.

This Writ must be Close, and a Copy of the Order must be left upon the Service, as well as the Writ it self.

Breve Execuc'onis Decret'. Beginning,

Rex, &c. A. B. & C. D. Gen salt Cum quoddam finale Judicium sive decretum coꝛam nobis in Canc nostra nup fact & reddit extitit in hec verba, &c.

The Ending.

Vobis igitur ꝑcipiendo A. B. & C. D. & vestrum cuilt firmit injungendo ꝑcipimus qđ omnia & singula in finali Judicio sive Decreto ꝑdꝫ content seu specificat quantꝫ aut quoad vos seu vestrum aliquem in aliquo tangunt seu concernunt faciatis ꝓimpletis & exequamini & quilt vestrum faciat pimplet & exequatur cum effectu jurta tenoꝛem veramq; intenc̃onem finalis Judicij sive Decreti ꝑdꝫ Et hoc sub ꝑiculo incumbend nullatenus omittas nec omittat vestrum aliquis quovislmodo Testibus nob ipsis, &c.

A Commission to chuse a Guardian for a Defendant that is Old and Doting.

Rex, &c. Dilcis ſibi, &c. Cum A.B. p Guard̃ Quer quand̃ querem̃ ſuam coram nobis in Canc̃ noſtra nup exhuerit verſus C.D. Def. Cumq; accepimus qd̃ dict̃us Def. rõne ſenectutis ſive inſane memorie eſt pinde minus ſufficiens ſectam p̃dictam reſpondere & defendere nos ſtatũ ipſius Def. in hac pte pſpicere volentes Sciatis igitur qd̃ nos de fidelitatibus & p̃vidis circumſpectionibus veſtris plurim confidẽ ac in complemẽ cujuſdam Ordin̄ geren̄ dac, &c. Aſſignavimus vos ac tenore pſencium damus vobis tribus vel duobus veſtrum plenam poteſtatem & authoritatem p̃fat Def. accedend̃ ipm̃q; inſpiciend̃ & examinand̃ ac ſi ſit inſane memorie tunc Guard̃ ejuſdem Def. nominand̃ & conſtituend̃ Et ideo vobis tribus vel duobus veſtrum mandamus qd̃ ad certos diem & loc quos ad hec p̃videritis ad p̃fat Def. ſi commode ad vos laborari non poſſit accedatis ac ipſum Def. omnibus vijs & modis quibus ſuper ſtatu ſuo melius poteritis informari circumſpecte inſpiciatis & examinetis ac ſi inveniatis qd̃ dict̃us Def. ſit inſane memorie tunc Guardian̄ dict̃i Def. ad reſpondend̃ & defend̃ ſectam p̃d̃ nominetis & conſtituatis Et cum ſic feceritis tunc nos de nomine dicc Guard̃ & de toc facto & pgreſs veſtris in p̃miſs in Canc̃ noſtra p̃dictam ſine diſſone ubicunque

que tunc fuerit claus distincte & aperte reddatis certiozes hoc bzeve tunc nobis eciam remitten T. &c.

Exemplificac'o Decreti.

Rex, &c. omnibus ad quos pñtes Litere nrd pveñint saltm Inspeximus irrotulamenc cujusdm finalis Judicij sive decree cozam nobis in Canc nostra nuper face & reddic in Rotulis ejusdm Cur irrotulac ac ibidem de Recozdo remanen cujus tenoz sequitur in hec verba, &c.

Concluſio.

Nos autem tenozem Irrotulamenti pd ad requisicionem Dilcozum nobis A. S. & C. D. duximus exemplificand p pñtes In cujz rei testimod has Literas nostras fieri fecimus patentes, T. R. &c.

A Writ of Execution of an Order to ſtay Suits. Beginning,

Rex, &c. A. B. ac Consiliar Attozmat & Solr suis quibuscunq & eozum cuilt necnon omnibus & singulis al plonis quibuscunq quos tenoz pñcium aliqualic tangit vel concernit saltm Cum quidam Ozdo cozam nobis in Cur Canc nostre nup face & reddic extiterit in hec verba, &c.

Concluſion.

Tibi igitur pſat A. B. ac vobis pfat omnibus & ſingulis ceteris plonis ſupra-dictis & cuilt veſtrum firmit injungend pcipimus qd omnia & ſingula in Ord pd contenc & ſpecificat quantd aut quoad vos ſeu veſtrum aliquem in aliquo tangunt ſive concernunt faciatis pimpletis & ex-equamini ac quilt veſtrum faciat pimpleat & exequatur cum effectu ſecdm tenorem ve-ramq; intencionem Ordin pdicti Et hoc ſub piculo incumbend nullarenus omitta-tis nec omittat veſtrum aliquis quovilmo-do Tele, &c.

Commiſſion to examin Witneſſes in the Country on an Account after hearing.

Rex, &c. ſaltm Sciatis qd nos de, &c. authoritatem, &c. in complemen cujuſdm Ordin Cur Canc noſtre geren dat, &c. inter A. B. Quer' & C. D. Def. fact ſup auditu Teſtiu quorumcunq; de & ſuper qui-buſdam Interr' vobis tribus vel duobus veſtrum miniſtrand ſeu deliberand ad p-band ſive illuſtrand materiu Compi inter partes pd p Ordin pd fiend Et ideo vob tribus vel duobus veſtrum mandamus qd ad certos dies & loc, &c. & hoc brevi facientes in pmiſſ ſecdm tenorem veramq; intencionem Ordinis pd T. &c.

A

A Commission to Plead Answer and Demur for a Colledge, and to take Plea, Answer and Demurrer for other Defendants.

Rex, &c. salt̃m Cum W. F. Clicus Quer quandm Petic̃onem coram nobis in Canc̃ nostra versus Magros Socios & Scholar̃ Collegij de P. in Universitat̃ Oxon̄ R. S. & F. M. Dec. nuper exhuerit Q̃dq; eisdm Dec. p̄ breve nostrum p̄cepimus q̄ essent coram nobis in dicta Canc̃ nostra ad certum diem jam p̄terit̃ Petic̃oni p̄d̄ respondr̃ Sciatis tamen q̄d̄ nos de fidelitatibus & p̄vidis circumspec̃onibus vestris plurimũ confiden assignavimus vos ac tenore p̄sencium damus vobis tribus vel duobus vestrum plenam potestatem & authoritatem juxta direc̃on̄ dict̃e Cur̃ nostre sp̄ialem Responc̃ones p̄fat̃ Magrorum Sociorum & Scholar̃ p̄d̄ aut p̄fita sive morator̃es suas eidm Petic̃oni fiend̄ sub Sigillo Collegij p̄d̄ capiend̄ & recipiend̄ nec non Responc̃ones dicti R. S. & F. M. sup̄ sacra sua tact̃ p̄ ipsos prius coram vobis tribus vel duobus vestrum sacrosc̃is Dei Evangelijs corporalit̃ p̄stand̄ aut p̄fita sive morator̃es suas sup̄ sacra aut absq; sacris suis p̄stand̄ eidm Petic̃oni fiend̄ cujus tenorem vobis mittimus p̄sentibus interclus recipiendi Et ideo vobis tribus vel duobus vestrum mandamus q̄d̄ ad certos dies & loc̃ quos ad hoc p̄videritis ad p̄fat̃ Dec. si comode ad vos laborari non possint accedatis ac Responc̃ones p̄fita sive morator̃es p̄d̄ Ma-

gro3d Socio3d & Scholarid p̄d̄ sub Sigillo d̄ci Colleg capiatis & respon̄cones plita sive mo3a3ones p̄d̄ R. S. & F. M. sup sacra aut absq; sacris suis p̄stand̄ capiatis & recipiatis Et cum sic feceritis tunc respon̄cones plita sive mo3a3ones p̄dict̄or Magrorum Sociorum & Scholar' sub Sigill dicti Collegij confecc & respon̄cones plita sive mo3a3ones dict3orum Ric̄i Seymo3 & F. M. in dictam Canc̄ nostram, &c.

Ded' pot'em RR impoten' Def.

Rex, &c. salt̄m Cum A. B. Quer̄ quandam Petic̄onem co3am nobis in (usq; Petic̄oni p̄dicte Respons̄ur̄) ac idm J. adeo impotens sui existat q̄d̄ usq; Cur̄ Canc̄ nostre p̄dicte ad diem illum ad respon̄conem suū eidem Petic̄oni fiend̄ absq; co3poris sui pic̄o labo3ari non possit Nos statū ejusdm J. in hac pte pie compatientes dedimus vob trib3 vel duob3 v̄rm pot̄em, &c.

Com' Vic' pro possessione Super Decret.

Rex, &c. Vic̄ M. salt̄m Cum quedam materia litis & controversie pendebat nup co3am nobis in Canc̄ nostra inc̄ A. B. Quer̄ & M. Dñā St. John Uid̄ & J. H. Def. de p & concernen̄ titlo cujusdm Messuagij sive firme ac diversor̄um Terrar̄ Tenementor̄um & Hereditamentor̄um Messuagio p̄d̄ ptinen̄ scituat̄ jacen̄ & existen̄ in, &c. in Com̄ vestro M. p̄d̄ annui valoris £ l. nup in tenur̄ sive occupac̄one cujusdm

dm̃ S. M. sup auditu cujus quidm̃ materie cozam nobis in dicta Canc̃ nostra hit possessio p̃missozum p̃fat E. p eandm̃ Cur̃ nostram adjudicat & decret fuit Cumque etiam nobis & Cur̃ Canc̃ nostre p̃dicte ex pte dicti Edri nuper ost̃ens & demonstrat erat qd̃ ipsa p̃fat M. & J. H. possessionem Premissozum p̃fat Edzō tradere & relinquere omīo recusaver ealdemq; eidm̃ Edzō assignare seu conveiare juxta veram intenc̃onem Decret sive Judicij p̃dict silic denegavere quod nolumꝰ sic uti nec debemꝰ aliqualic tolerare Sciatis igitur qd̃ dedimꝰ tibi tenoze p̃lencid̃ plenam potestate & authozitat ad Mesuag p̃d̃ accedendi & ingrediendi ac plen & pacifica possessione inde & cujuslib̃ ptis inde accipiendi & recipiendi ac tale possessione sic p te capt p̃fat Edzō tradendi & delibandi Et ideo tibi mandamus qd̃ imediate post recep̃onem hujus brevis nr̃ sive Commissionis ad Mesuag & Ter̃ p̃dictas cum ptinen accedas ac possessionem inde & cujuslibet ptis & parcelle inde capias in manus tuas & recipias & cum ill sic ceperitis tunc ipso p̃fat Edzō quietam & pacificam possessionem p̃missozum & cujuslibet inde ptis & pcelle trades & delibes seu delibari fac juxta veram intenc̃onem Decreti p̃d̃ Ac ipsum p̃fat E. in possessione p̃missozm̃ sic p te possess de tempoze in tempus quotiescunq; necess & opptunum fuerit contra omnes & oīos pturbac̃ones & interrupc̃ones qualscunq; conservari p̃servari & incolume reddi facias Et hoc sub pena pcul incumben nullatenus omittas T. &c.

Words of courſe to add to a Certificat *in brevi de exit' Ord'*.

Cumq; eciam Regrus dicte Cur noſtre nobis in p̄miſs Certif. in hec verba.

Breve pro eligend' Coronator'.

Rex, &c. Vic. S. &c. Quia ex teſtimonio fide digno accepimus q̄d A. B. Gen̄ uni Cozonator̄ noſtrozum Com̄ tui adeo languidus eſt & ſenio fractus q̄d ad ea que ad Officium Cozonatozis p̄tinent exercend̄ non ſufficit ipſum ab Officio ill̄ durimus removend̄ Et ideo tibi p̄cipimus q̄d ſi ita eſt tunc in pleno Com̄ tuo de aſſenſu ejuſd̄m Com̄ loc̄ ipſius A. eligi fac̄ und̄ al' Cozonator̄ qui p̄ſtito ſac̄ro put mozis eſt extunc ea faciat & conſervet que ad Officium Cozonatozis p̄tinent exercend̄ in Com̄ p̄dict̄ & talem eum elegi fac̄ qui melius ſciat & poſſit Officio illo intendere & nomen ejus ſcir̄ fac̄ T. R. &c.

Hoc b̄reve non faciend̄ eſt ſine Warre Cuſtod̄ Angl̄ p̄ Curſitor̄.

Bond on Commiſſion of Rebellion.

Noverint univerſi p̄ p̄ſentes nos A. B. de Weſtm̄ in Comitat̄ Midd̄ Ar̄ & A. B. de Haymarket in Com̄ p̄d̄ Gen̄ teneri & firmit̄ obligari H. P. Bar̄ Magro Rotulozum

lorum in centum libris bone & legalis Monet Angl solvend eidm H. P. aut suo certo Attornat Executoribus vel Administratoribus suis ad quam quidem solucionem bene & fidelit faciend Obligamus nos Heredes Executor & Administrator nostros & quemlibet nostrum p se in toto & solido firmit p plentes Sigillis nostris sigillat dat die Anno Regni Dñi, &c. Annoq; Dñi 1691.

Condition.

The Condition of this Obligation is such, That if the above-bounden *A. B.* Esq; shall, and do personally appear before our Lord the King in his Majesties High Court of Chancery in 15 daies now after *Easter* next coming, upon a Commission of Rebellion issued out of the said Court against him at the Suit of *A. R.* and shall answer as well for his said Contempt, as all such things as shall be then and there objected against him, and do and perform what the said Court shall award in that behalf; then this present Obligation to be void, otherwise to stand and be in full force and virtue.

Breve claus' super Ordin' & Relac'onem.

Rex, &c. salutm Cum p quendm Ordin coram nob in Canc nostra nup fact & reddit inter C. D. Quer & te pfat A. B. Def. & e cont gerend dat nono die Julij instan (videlt) Termin sce Trin ult Ordinat

dinac existit qd̄ tu p̄fac Def. sup debic notitiam Ordin̄ p̄d̄ tibi vel Attorn̄ tuo dand̄ bonam causam in contrar̄ adtunc pr' generar̄ Sigill̄ post pr' Termin̄ p̄d̄ ostenderes quare non solveres dicto Quer̄ totam 7 l. 8 s. 8 d. legis monet Angl in quadm̄ relacone W. B. unius Magrorum Cur̄ Canc̄ nostre mencionat & exprcss̄ Nos ad hec consideracionem hentes & p eo qd̄ tu p̄fac Def. noticiam Ordin̄ p̄d̄' huiusmi sicut p lacrm̄ fide dign̄ appet Nulla tamen causa in contrar̄ ostendisti sicut p Certificacionem Registrij Cur̄ Canc̄ nostre apparet Tibi igitur p̄fac A. B. p̄cipimus & firmit̄ injungend' mandamus qd' dictam sum̄am septem libr̄ 6 s. 8 d. dicto Quer̄ debo modo solvas seu solvi fac̄ secdm̄ tenorem & veram intencionem relacionis & Ordin̄ p̄dict̄ Et hoc sub piculo incumben̄ nullatenus omittas T. R. &c.

The Docquet of an Exemplification of a Decree.

An Exemplification of the Inrollment of a Decree in this Honourable Court, in a Cause wherein *R. R.* is Plaintiff and *R. H.* Defendant, exemplified at the request of, *&c. T. &c.*

Examinatur p nos

In Canc̄ Magros.

Masters

Maſters Certificate.

We the Maſters in Chancery, whoſe Names are hereunto ſubſcribed, have carefully examined the Exemplification mentioned in the Docket of the ſaid Exemplification on the other ſide, with the Inrollment thereof, and do certifie the ſame to be a true Exemplification of the ſaid Inrollment.

Words of courſe before an Exemplification of a Decree.

Rex, &c. Omnibus ad quos p̃ſentes Litere noſtre p̃venerint ſaltm̃ Inſpeximus Irrotulamen̄ cujuſdm̃ final Judicij ſive Decreti coram nob̃ in Cur̃ Canc̃ noſtre nup̃ fact̃ & reddit̃ ac in Rotulis dc̃e Cur̃ noſtre irrotulat̃ Jt̃mq; de Recordo remanen̄ cujus tenor ſequitur in hec verba, &c.

Verba poſt Exempl' Decreti.

Nos autem tenorem final Judicij ſive Decreti p̃dict̃ ad requiſitonem p̃dict̃ Quer', &c. duximus Exempl̃ p̃ſentes In cujus rei teſtimon̄ has Literas noſtras fieri fecimus patentes T. &c. P. Par'.

On

On the Back of theſe Exemplifications.

An Exemplication of a Decree in a Cauſe wherein, *&c.* Exemplification at the requeſt of, *&c.*

Al' breve Claus' ſuper ord' & relac'onem.

Rex, &c. ſalt'm Cum p quendam Ordin in Cur' Cane nre nup fact & reddit ine R. R. Quer' & te ꝑfat J. R. & al Def. gerem dat x. Feb ult ꝑtic inter al Ordinat exiſtit qd' R. A. in legib; Dcor unius Magrorum Cur' nre ꝑd' Compoſ in ptes ꝑd' de & concernen quibuſdam Articulis in queſtione capet Cumq; ſup Calculacon illa ꝑfat J. R. ſicut ex relacone Magri ꝑd' nob xxix. Maij ꝑtic oſtens accepimus invenc fuiſti in arreragijs erga ꝑd' Quer' in ſumma centm & ſeptem libr̃arum 13 s. 4 d. ſicut p relacionem ꝑd' remanen cum Regro Cur' noſtre ꝑdict plenius appet Tibi igitur ꝑfat J. R. firmiter injungend' ꝓcipimus qd' ſolvas ſeu ſolvi fac ꝑdict Quer' ſumma 107 l. 13 s. 4 d. indilate juxta form & verm effect Ordin & relacionis ꝑd' Et hoc ſub pcul incumben nullatenus omitt T. &c.

Com' ſpecial' de ſequeſtrac'one.

Rex, &c. Dilcis, ſibi, &c. Gen ſalt'm Cum R. G. Quer' quandm Petic̃onem ſuam coram nob in Cane noſtra verſus S.

S.

S. Def. Exhuit Cumq̄ p̄fat Def. cum hi nostro de Sp̄a ad compend' & queremon p̄d' respondend' debe inservic fuit ita tamen agere omīo Recusabit unde versus eum sp̄iat p̄cels dicte Cur' nostre usq̄ ad servien ad arma emañent ac etiam p eo qd' Serviens ad arma Cur' nostre p̄d' p̄fat Def. nulqm̄ invenire Certificabit velut p Certifacionem suam in ea p̄te manifeste apparet Sciatis igitur qd' nos equum & justum fieri volentes ac de fidelitatib⁹ & p̄vidis circumspeccionib⁹ vestris plurimū confidentes in Complemen cujusdm̄ Oz-din dicte Cur' nostre inc p̄tes p̄d' face gerend dat, &c. dedimus vob trib⁹ vel duob⁹ vestrum plenam potestatem & authozitatem in & super Mesuag Terr' Tenemen & Hereditamen quecunq̄ p̄d' S. S. accedend' ingrediend' & intrand' ac omia reddit exit p̄fic coñoditat & emolumenc quecunq̄ Mesuag Terr' Tenemen & Hereditamen & real stat p̄dicti S. S. necnon omnid & singulozum Bond & Catall quecunq̄ & stat psonal p̄fat S. ubicunq̄ invenire possitis in man⁹ nostras trad vel duozum vestrum capiend' levand' & colligend' seu levari capi & colligi faciend' illaq̄ sequestrand' put eadem tenoze p̄senciū sequestramus Et ideo vob trib⁹ vel duob⁹ vestrum mandamus qd' dieb⁹ loc & hozis ad hec congruis & oppoztun ad dicc Mesuag Terr' Tenemen & Hereditamen quecunq̄ p̄fat S. accedatis eademq̄ intretis & ingrediamini ac omd reddit exit p̄fic coñoditat & emolumen quecunque

que p̄d' Meluag Terr' Tenemen & Hereditamen ac Stac real necnon omd & singl Bon & Catall & Stac psonal quecunque p̄fac S. ubicunq; inven' fuerint in manus vestras trium vel duorum vestrum levetis capiatis & collegatis seu levari capi & colligi faciatis illaq; sub humōi tuto & salvo sequestro conservetis & custodiatis donec & quousq; p̄fac S. S. queremod p̄dicte directe responderit & p contempt oib; suis plenar satisfecerit dictaq; Cur nostra alit Ordinaverit in hac parte sp̄ialit C. &c.

Commission to review Incroachment in Building.

Rex, &c. Sciatis q̄d de fidelitatib; & p̄vidis circumspeconib; vestris plurimd confiden' scdm directonem Relatonis J. F. Mir unius Magrorum Cur Canc nostre inc J. H. Quer J. W. Extricem W. W. defunct & J. F. & al' Defūtes gerend dat 17 die Feb instant Assignavimus vos ac tenore p̄lencid damus vobis vel duobus vestrum potestatem & authoritatem supvidend p̄missa in questione inc ptes p̄d & considerandi encrochiamenta facta p utramq; ptem in & sup sold alterius & alia expensa piec Com Anglice party Walls & lignei Frontispicij & Pavimenti Officine mentonat in quodam Ordine dict Cur nrd inc ptes p̄dict face gerend dat 2 die Julij Anno Regni nostri xxx. scdm directonem Ordin p̄dict Et ideo vob trib; vel duob;

duob⁹ vestrum mandamus qđ certis dieb⁹ & hor⁹is ad hec congruis & oppor⁹tunis ad p̄mis̄s p̄dict accedatis eadem⁹q; supervideatis enchor⁹chiamenta⁹q; p utram⁹q; partem in & sup alterius solum ac alia expensa pietū Cōior⁹um & lignei Frontispicij & Pauiamenti Officine p̄d consideraveritis faciet in p̄mis̄s secūd directionem Ord⁹inū & Relationis p̄dict & cum sic feceritis nos de toto facto & p̄gressu vestro in p̄mis̄s in Cane nostram p̄dict sine dilone ubicun⁹q; tunc fuerit p certificationem vestram reddatis cerciores T. H. &c.

Certificate for chooſing Guardians.

By virtue of a Commiſſion to us directed out of the High and Honourable Court of Chancery, in a Cauſe wherein *H. L.* is Plaintiff againſt *H. J.* Defendant; We whoſe Names are underwritten, being thereby authorized to chooſe a Guardian for the ſaid *H. J.* do humbly certifie your Lordſhip, that we have accordingly choſen *A. B.* of, *&c.* Guardian for *H. J.* to defend the ſaid Suit for him the ſaid *H. J.*

The return of the Commiſſion.

Whereas we whoſe Names are under written have according to this Commiſſion choſed *A. B.* Guardian to *H. J.* we have now taken the ſaid Anſwer accordingly, on the Oath of the ſaid Guardian, at *B.* in the County of *C.* the day of, *&c. Anno, &c.*

In-

Injunction to stay Wasts, after the Defendant was served with the Decree.

Rex, &c. Johi Pembridge necnon Opar Servis Agentibz & Assignd suis quibuscunq; & eorum cuilt salt'm Ostens est nobis in Cur Canc nostre ex parte Elianor W. Vid Quer versus te p'fat Johem P. Defendentem qd eadem Quer Decret obtinuit in Cur Canc nostre p'd p materijs hic in questione & qd tu p'fat Def. cum brevi nostro de Execucone p'd Decret inservire fuisti sic ut p sacrm appet Odoq; tu in Contemptu nostri dicteq; Cur nostre sistis manifeste non obstante dict Decret Interim tamen tu p'fat Def. aut vos cetere p'sone sup'dicte seu aliquis vestrum magna Vasta & Spolia sup dict p'missa hic in questione commite vel committi fac minus juste ut accepimus Nos ad hec consideracionem hentes Tibi igitur p'fat Johi B. & vobis Opar Servis Agentibus & Assignat suis p'd & cuilt vestrum sub pena 500 l. de Bonis Terris & Catall vestris & cujuslibet vestrum ad opus nostrum levand firmit injungend p'cipimus qd aliqua vasta sive Spolia in vel super p'missis in Decret p'd mencionat fac ppetrare seu committere desistas & quilt v'm omnino desistat Et hoc, &c.

Com-

Commission Special to bring an Infant that sues by her Guardian, out of the Defendants hands, and restore her to the Guardian.

Rex, &c. Omnib⁹ & singulis Majoribus Vicecomitib⁹ Ballivis Sub-ballivis Constabular' ac omnib⁹ al' Officiar' quibuscunq; ad conservand' pacem nostram appunctuat' & eorum cuilt' salt'm Cum p quendam Ordin' coram Dño Jac' scdo nuper Rege Angl, &c. in Cur' Canc' sue nup' fact' inter Saram Moyle Infant' p Guard' Quer' & Sulannam Moyle Def. gerend' dat', &c. Ordinat' sit qd' quidam Thō Long Guard' p pd' Sara Infant' sit constitutus & dict' Infant' in Custod' sua recipet Et pdicte Sulanne Moyle p Ordin' pd' p'cepe fuit p'fat' Sare Infant' pd' Thō Long delibare unacum omnib⁹ suis vestiamentis & ornamentis Cumq; p'fat' Sulann' Moyle in Contempt' dict' Ordin' & Cur' nostre dict'am Infant' Sara Moyle p'fat' Thō Long licet adinde p'fat' Sulanna sepius requisit' fuit nondm delibavit sed pd' Sulann' p'fat' Sara Infant' in Custodia sua adhuc detinet Sciatis igitur qd' nos Ordin' dict' Cur' nostre inviolabil' observar' volentes ac in complement' cujusdam al' Ordin' dict' Cur' nostre gerend' dat' 31 die Martij ult' p'ter dedimus ac tenore p'sencia damus vobis & cuilt' vrm potem & authoritatem in ad & sup' oia & singul' Messuag' Tenement' & loca quecunq; & quamlie inde p'tem sive p'cellam accedendi intrandi ac ingred' ad invenicnd'

ꝑdice Sarā M. Jnkan Et ideo vob & cuilt vrm mandamus qd' immediate post receptionem hujus bris ad in & sup oia & singla Meluag Tenemen & loca quecunq; & quamlibet inde ptem sive ꝑcella accedatis intretis & ingrediamini Et qd extrema vra diligentia utamini ad inveniend' ꝑdictam Sarā M. Jnkan & cum ill inveneritis eā capiatis & amoveatis & plac T. Long vel Assign suis deliberetis Ita qd' ꝑd' T. Long ꝑd' Sarā Jnkan in Custod' sua capiet & recipiat ſrm tenorem & ꝓpose Ordin ꝑd' Et hoc nullatenus omittatis nec omittat vrm aliquis quovismodo T. nobis ipsis, &c.

Ap-

Appeals in Parliament.

Edward W. Gentleman, Appellant.

W. P. W. L. W. N. J. C. J. L. J. S. T. G. R. B. and *J. C.* Defendants.

The Humble Petition and Appeal of *E. W.* Gent. Appellant.

To the Right Honourable the Lords Spiritual and Temporal in Parliament Aſſembled.

Moſt Humbly ſheweth,

THAT your Petitioner about *Trinity Term*, in the Year of our Lord 1689. Exhibited his Bill of Complaint into the High Court of *Chancery*, thereby ſetting forth, That your Petitioner about the Year 1682. being then under the diſpleaſure of the Government, was forced to withdraw himſelf, and for the ſupport of his Family in his abſence, left with the Defendant *J. L.* 500 *l.* and ſhortly after took a Bond for the ſame in the name of the Defendant *J. C.* in truſt: And that the ſaid *J. L.* ſoon after entred into Copartnerſhip in certain

Iron Works and Mills at *C.* in the County of *K.* with his Father and Brother, and the other Defendants *W. P.* and *W. L.* And a Leaſe of the ſaid Mills was purchaſed of one *P.* by the Joint-ſtock of the ſaid Defendants and Copartners *J. L. W. P.* and *W. L.* And the ſaid *J. L.* brought into ſtock above 1900 *l.* That in the Year 1685. the ſaid *J. L.* became a Bankrupt; and the Copartners pretending differences in their Accounts, did about the Year 1685. Exhibit Bills againſt each other in the ſaid Court of *Chancery*; and after Anſwer put in to each others Bills, by contrivance amongſt themſelves to defraud the Creditors of the ſaid *J. L.* they the ſaid *J. L.* and other his ſaid Copartners entred into an Order of Court by conſent to prefer all matters in difference between them to the final Award and Arbitrament of four Arbitrators; and in caſe they agreed not by a day fixed, then the ſame to be referred to an Umpire one *J. T.* the Uncle and Brother of them the ſaid Copartners to be ratified and confirmed by the Decree of that Court: That the ſaid Arbitrators made no Award therein, as was contrived by the ſaid Copartners, to the intent that the ſaid Umpire might have the ſame in his hands the better to find the Eſtate of the Bankrupt in the hands of the reſt of the Copartners, his ſaid Father and Brother.

And the ſaid Bill further chargeth, That the ſaid Umpire made an unjuſt Award to the prejudice of the Creditors of the ſaid

J. L.

J. L. at leaſt 1900 *l.* which Award was confirmed by the Decree of the ſaid Court, though the ſaid *J. L.* was a Bankrupt long before the ſaid Decree, and before any Award made by the ſaid *J. T.* And a Commiſſion of Bankrupt was iſſued out againſt the ſaid *J. L.* and he proved a Bankrupt before the major part of the Commiſſioners therein named, *viz. T. G. R. B.* Eſquires and *J. G.* Gent. the other Defendants, and indebted to your Petitioner and others, in great ſums of Money; and they the ſaid Commiſſioners made an Aſſignment of the ſaid Mills and Stock of the Defendant *J. L.* then in the hands of the ſaid Defendants and Partners *W. P.* and *W. L.* to one *J. S.* who accepted the ſame, and received Contribution-money of your Petitioner and others the Creditors 1 *s.* 6 *d.* in each pound; And the ſaid Defendant *S.* by the ſame Indenture of Aſſignment, Covenanted and Undertook to ſue for and recover the ſaid Mills, Stock and Eſtate ſo Aſſigned him for the good of the Creditors of the Defendant *J. L.* And that the ſaid *J. S.* being in Combination with the Defendants *W. S. W. P.* and the ſaid *J. L.* the Bankrupt, he the ſaid *J. S.* refuſed to act therein notwithſtanding the truſt repoſed in him by the ſaid Commiſſioners, and his Covenants in the Aſſignment; and the Commiſſioners refuſed to force him thereto, or to call the ſaid *S.* to account: And that the ſaid Defendants *W. P. W. L.* and the ſaid *J. S.* having gotten the Books of Account of the ſaid Copartnerſhip, and

the Leaſe of the ſaid Mills, and other the Writings that ſhewed the ſaid *J. L.* his Eſtate, and the ſaid Aſſignment into their hands, ſo that your Petitioner was remedileſs at Law; And the ſaid Defendants *W. P.* and *W. L.* ſet up the ſaid Decree to hinder your Petitioner from having an account of the Defendant *J. L.* his Eſtate. Therefore your Petitioner prayed by his ſaid Bill, that in regard the ſaid *J. L.* was a Bankrupt before the ſaid Decree Inrolled, or the Award made: And for that your Petitioner was no Party or privy to that Decree, but a ſtranger thereto, and a real Creditor for 500*l.* and intereſt: Therefore that your Petitioner might be let into the Account, notwithſtanding the ſaid Decree; That after all the Defendants had anſwered your Petitioners Bill, and the ſaid Defendants *W. P.* and *W. L.* had only pleaded the ſaid Decree in that Court againſt your Petitioners ſaid Bill, which was ordered to ſtand for Anſwers: The ſame came to be heard the 15*th* of *January* laſt, before the preſent Lords Commiſſioners for the Cuſtody of the Great Seal of *England*: But though the matters did appear to be as aforeſaid, yet their Lordſhips did order your Petitioners ſaid Bill ſhould ſtand diſmiſſed without any relief; which ſaid Order for diſmiſſion is ſince inrolled in the ſaid Court, whereby your Petitioner hath apparent damage, contrary to all Law and Equity, as your Petitioner is adviſed.

Your

Your Petitioner therefore Appeals from the ſaid Order and Inrollment and Proceedings of the ſaid Court of *Chancery*, for diſmiſſion of your Petitioners ſaid Bill, to your Lordſhips in Parliament; and moſt humbly prays that the ſaid Defendants may be appointed a ſhort day to Anſwer all and ſingular the ſaid Premiſſes before your Lordſhips; and that the ſame Order may be reverſed, and the ſaid Decree made the 23*th* day of *March* 1685. between the Defendants *W. P. W. L. W. N.* and the ſaid *J. L. & è contra* may be reverſed ſo far as it hinders your Petitioner from having an account of the Bankrupt the Defendant *J. L*'s Eſtate in the Defendants *W. P. W. L.* and *W. N*'s hands; and that your Petitioners ſaid Bill may be retained in the ſaid Court, and the matters therein Prayed may be Decreed to your Petitioner, or ſuch other Relief as to this Noble and Honourable Houſe ſhall ſeem meet.

And your Petitioner ſhall even pray, &c.

Ambroſe Phillips.
Joſ. Waſhington.

Ed. W.

G. B. ſurviving Executor of G. B. deceaſed, Plaintiff.

J. D. Defendant.

To the Right Honourable the Lords Spiritual and Temporal in Parliament Aſſembled.

The Humble Petition and Appeal of the Defendant,

Humbly Sheweth,

2. THE Teſtator and Appellant having carried on the Trade of Haberdaſhers of Small Wares in *London*, entred into Articles of Copartnerſhip for the better management of the ſame, for five years, with an equal Stock or Sum in Trade; and all things relating to the ſaid Trade was to be done by mutual Conſent: And it was agreed, that the Appellant ſhould keep *Briſtol* and *Gainsborough* Fairs; and that the Teſtator ſhould keep *Holden*, *Beverly* and *Lenton* Fairs, and that each Partner at his or their returns from the reſpective Fairs, ſhould give and make to the other juſt and true accounts of their tranſactions and dealings in the ſaid Trade at ſuch Fairs.

That it was alſo agreed, that neither Party ſhould take an Apprentice without the conſent of the other, nor without good ſecurity for the honeſty of ſuch Apprentice: And that all loſſes hapning to the ſaid Joint-Trade

Trade under ſuch Conditions, ſhould during the ſaid five years, be equally born by the ſaid Copartners.

That it was alſo Covenanted and Agreed between the ſaid Parties, that a General Account ſhould be once a year in *December* or *January* made up, and that if either Party died before the five years (in the Articles mentioned) expired, the ſurvivor ſhould take the whole Stock and Eſtate, and pay the Debts, and pay to the Executors or Adminiſtrators of the deceaſed Partner, one moiety of the whole, as it appeared on the ſtated Account, and to be paid at three ſeveral payments, the firſt payment to be made at the end of ſix months after the deceaſe of either Partner; and ſo allowing ſix months for each of the other payments, and that at the expiration of the ſaid five years, the Partners were to ſecure the payment of the debts due from them, and then there ſhould be an equal indifferent partition made between them of the whole Stock and Eſtate. But if in caſe either died during the five years, then the Survivor ſhould take the whole Stock and Eſtate and pay the deceaſed Party one moiety of what was due on the laſt ſtated Account. And it was further agreed, That if it ſhould happen at the end of the Copartnerſhip, that the Partners did not agree to continue the ſaid Copartnerſhip for any longer term, that then, and in ſuch caſe the ſaid Copartnerſhip ſhould continue three months and no longer, for the dividing and diſpoſing

ſing of their Wares and Merchandizes and ſetling their Accounts, any thing to the contrary notwithſtanding; which Articles continued in force till the thirteeth of *September* one thouſand ſix hundred ſeventy ſeven, and the time for dividing continued till the thirteenth of *December* one *Thouſand* ſix hundred ſeventy ſeven at which time a partition was to have been made, and the Partnerſhip diſſolved, and a Writing was prepared for that purpoſe; but the Appellant was prevailed with by the Teſtator to continue on the ſame by Bonds for one year, which expired the eleventh day of *January* one thouſand ſix hundred ſeventy eight; and then the Appellant taking notice that many of the Debts mentioned in the laſt ſtated account of the firſt of *January* one thouſand ſix hundred ſeventy eight were good Debts, particularly a Debt of three hundred ſeventy ſix pounds owing from one *W.* of *Barbadoes*, and a Debt of eleven pounds eleven ſhillings and eleven pence owing from one *F.* of *Barbadoes*, and ſeveral others to the amount of fourteen hundred pounds or thereabouts, being Debts made by the Teſtator in his way of Trade, were deſperate or doubtful Debts, and that great loſs might happen to the Apellant thereby in caſe the Teſtator (who was then ſickly and infirm) ſhould happen to die during the Partnerſhip, the Apellant therefore did propoſe, and it was betwixt him and the ſaid Teſtator agreed, that new Articles ſhould be made, by which each

each Party, their Executors and Adminiſtrators ſhould have profit and loſs alike, and that the ſurviving Partner ſhould not be overcharged, or make good to the Executors or Adminiſtrators of the deceaſed Partner his ſhare, as by the former Articles was directed, and inſtructions were given to prepare ſuch new Articles; but in regard the Appellant was then going to *Briſtol* Fair, and the new Articles not ready, it was propoſed and agreed that the ſaid Partnerſhip ſhould be continued for ſix weeks only, by which time the Appellant might be returned, and the new Articles finiſhed, which was left to the ſaid *G. B.* the Teſtator to do; and thereupon a Bond was given the fifteenth day of *January* one thouſand ſix hundred ſeventy Eight, to continue the Partnerſhip till the firſt day of *March* following upon the old Articles (notice being taken in the Condition, that the Partners had agreed to new Articles) but by reaſon the Appellant was then going for *Briſtol* Fair, could not then be done: And at his return from *Briſtol* the ſaid Teſtator was ill, and ſo continued till the one and twentieth day of *June* one thouſand ſix hundred ſeventy nine, when he died; by reaſon of whoſe ſickneſs the new Articles were delayed and not executed, and the Partnerſhip being determined in the life time of the Teſtator, the Appellant conceived that the whole Eſtate in Trade ought to be divided, and that each perſon ſhould have profit and loſs alike, and was adviſed he ought not to be charged with the ballance

lance of the laſt Account one thouſand four hundred pounds of the Debts mentioned as good in the laſt Account, being really deſperate and made only by the Teſtator; and there being errors and miſcomputations in the ſaid Account ſtated, to the amount of five hundred pounds.

That the ſaid *G. B.* as the ſurviving Executor of the ſaid Teſtator, exhibited his Bill in the Court of *Chancery* againſt the Apellant, ſetting forth, that by the Articles of Copartnerſhip, and that once in a year (in *December* or *January*) a general Account ſhould be made up and ſtated in two ſeveral Books, and each Party to ſubſcribe one; and if either of the Copartners died during the Copartnerſhip, the Survivor ſhould take to his own uſe all the Stock, and make good to the Executors or Adminiſtrators of the deceaſed Partner his ſhare, according to the laſt Account: And that in *January* one thouſand ſix hundred ſeventy eight, an Account was made up, and the Teſtators ſhare in Trade then, amounted to five thouſand five hundred twenty nine pounds ſix ſhillings and ſeven pence; and the ſaid *G. B.* being his Executor, prayed to have the five thouſand five hundred twenty nine pounds ſix ſhillings ſeven pence decreed to him, whereto the Appellant by his Anſwer to the ſaid Bill ſet forth the ſeveral matters therein before alledged, and offered an Account of the Trade, and to anſwer the Teſtators ſhare according to profit and loſs, the Articles of Copartnerſhip being determined, and

the

the Debts contracted by the Teſtator, and by him reckned as good, proving all that time to be deſperate.

The Cauſe was heard in *Chancery*, and it was decreed the Account ſhould be taken according to the old Articles; and that the Appellant ſhould make good the five thouſand five hundred twenty nine pounds ſix ſhillings and ſeven pence, notwithſtanding there were ſuch bad Debts, and directed Sir *John Hoskins* Knight and Baronet to take the Account, and the Appellant to pay intereſt according to the Articles.

14 *May* 1690. The Cauſe came to be reheard in the ſaid Court of *Chancery*, and the Court being then apprized of the Caſe, ordered that the Maſter ſhould proceed to take the Account in queſtion, both ways (*viz.*) from the foot of the ſtated Account, and from the Teſtators death, and was to compute intereſt from the reſpective times of payment; as alſo to take an Account as if no Account had been made, and of all ſuch loſs as hapned in Trade within the ballance of the ſaid ſtated Account, and after the Report the ſaid Court would then give further directions.

21 *February* 1690. Mr. *B.* obtained a Report *ex parte* from the ſaid Maſter according to the directions given him by the ſaid Court of *Chancery*, by the Order of the firſt of *May* 1689. and having thereby charged all the bad Debts made by the Teſtator on the Appellant, and intereſt upon intereſt, brought the Appellant indebted to the Eſtate of the ſaid

ſaid *G. B.* above the ſum of 4000 *l.*

5 *May* 1691. The Maſter on hearing all Parties, according to the Order of 14 *May* 1690. Certifies that the Copartnerſhip between the Teſtator and the Appellant determined the firſt day of *March* 1678. before which time a general Account of all manner of dealings in Copartnerſhip was made and ſtated the firſt day of *January* 1678. and after a due diſcount made of the Errors, bad Debts and Payments made by the Appellant, there was but the ſum of 980 *l.* 6 *s.* 8 *d.* due to the ſaid *G. B.* which the Appellant ſubmitted to pay.

16 *December* 1691. The Cauſe coming again to be heard according to the direction of the Order of the 14*th* of *January* 1690. the Court of *Chancery* continued in their former Opinions, and confirmed the Order of the 1*ſt* of *May* 1689. and diſcharged both Reports.

Inaſmuch as the Decree of the ſaid Court of *Chancery* being grounded upon a ſuppoſition, that the ſaid Copartnerſhip was in being, and continued till the death of the ſaid *G. B.* and that the Trade in queſtion was carried on, the Appellant thereby is damnified about 2000 *l.* and is adviſed that the ſaid Decree is unjuſt, and ought to be reverſed, it appearing on the foot of the old Articles of Copartnerſhip, and Accounts of the ſaid Court of *Chancery*, that the ſaid Copartnerſhip was fully determined in the ſaid Teſtators life-time; and that by the true intent and meaning of the ſaid Articles, an equal

equal diviſion of the Stock and Debts, as well ſperate as deſperate, was to be made at the end of three months after the term of five years; and the Covenant to charge the ſurviving Partner to make good the ballance of the laſt Account was, if either Partner died during the continuance of the Copartnerſhip, which neither did, and your Petitioner is adviſed, that the ſaid Decree is unjuſt, being to make good, not only the bad Debts contracted by the ſaid Teſtator, but all ſuch loſſes as hapned to the Copartnerſhip by reaſon of ill Servants taken by the Teſtator, who was one *W. B.* a Servant without ſecurity; and he after *Chriſtmas* 1678. defrauded the Copartnerſhip of at leaſt 317 *l.* 10 *s.* 9 *s.* whereby the Appellant is damnified one moiety of the ſaid ſum of 317 *l.* 10 *s.* 9 *d.* And the Appellant is by the ſaid Decree ordered to pay intereſt from the time of payment in the Articles for the whole mony, when it was an account currant; and it is proved in the Cauſe, that the Appellant kept the money dead, and always paid.

Againſt which Decree your Petitioner humbly appeals to this Houſe, and humbly hopes the Decree of the ſaid Court of *Chancery* ſhall be reverſed and ſet aſide: And your Peritioner conceiving himſelf to be agrieved thereby, humbly appeals from the ſame to your Lordſhips great Wiſdom, and humbly hopes, as this Caſe is circumſtanced, he ſhall

ſhall not be charged and compelled to make good the Teſtators ſhare, according as the ſame was computed in the laſt ſtated Account : For that by the Letter and true Meaning of the ſaid Articles, the Partnerſhip (as he is adviſed) determined in the life-time of the Teſtator, and that an equal diviſion ought to be made of the whole, and profit and loſs alike, which the Appellant ſubmits to make good; and humbly hopes your Lordſhips will be pleaſed to order Summons to the ſaid *G. B.* to appear before your Lordſhips, and to anſwer the Premiſſes by a day for that purpoſe to be appointed by this Honourable Houſe; And that in the mean time, and until your Lordſhips further Order, all proceedings on the ſaid Decree or Decretal Orders may be ſtaid.

And Your Petitioner ſhall ever pray, &c.

Thomas Trevor.
William Whitlock.

J. D.

The

The Humble Anſwer of G. B. *Gent. Executor of* G. B. *his Father deceaſed, to the Humble Petition and Appeal of* J. D. *Appellant, againſt a Decree made in the Court of* Chancery.

THIS Reſpondent ſaith, that on the 20*th* of *September* 1672. the Appellant and this Reſpondents Teſtator entred into certain Indentures of Copartnerſhip for the carrying on of the Trade of a Haberdaſher of Small Wares in *London* between them, for the term of five years from the day of the date thereof: In which ſaid Indenture it is recited, that the ready Mony, Goods and good Debts owing to the ſaid Partnerſhip was 4000 *l.* and the deſperate Debts owing to the ſaid Partnerſhip, were reckned 1400 *l.* And it is by the ſaid Articles mentioned to be agreed between the ſaid Partners, that whatever ſums of Mony or Stock either of the ſaid Partners ſhould add or put into the ſaid Joint-Trade, over and above their Joint-Stock, that then was in the ſaid Trade, he ſo adding or putting in ſuch Moneys, ſhould be allowed out of the ſaid Joint-Stock. And it is in, and by the ſaid Articles Covenanted and agreed, That a general Account ſhould be made up once every year in *December* or *January*; and that in every ſuch Account they ſhould diſtinguiſh between, and ſet down apart each from other, the Debts owing to them,

which they ſhould account good, and the Debts which they ſhould reckon deſperate; which ſaid deſperate Debts (in caſe any one of the ſaid Copartners ſhould happen to die,) ſhould ſolely appertain to the growing Copartner, to make good what loſs or damage might happen in any of thoſe Debts then accounted good: And the ſaid Partners were to enter the particulars of ſuch Accounts in Books for that purpoſe: And it was further agreed, That upon finiſhing their laſt Account at the end of five years, they ſhould make a juſt, equal and indifferent Partition, Allowance and Aſſignment betwixt them of all their whole Stock and Eſtate then in Partnerſhip, to be equally divided between them.

And it was further agreed, that in caſe any one of the ſaid Copartners ſhould happen to dye before the expiration of the ſaid Term of five years allotted for the ſaid Copartnerſhip, That then the ſurviving Copartner, his Executors or Adminiſtrators ſhould have, take and enjoy to his and their own proper uſe for ever, all the whole Stock and Eſtate, Wares, Goods, Debts and other things, which at the time of the death of the Copartner ſo dying, ſhould be in Joint-Trade and Copartnerſhip, as well the part and ſhare of him ſo dying, as the part and ſhare of him that ſhould ſurvive: And in conſideration thereof, the ſurviving Copartner his Executors and Adminiſtrators ſhould forthwith pay and ſatisfie, or take effectual care for the ſpeedy and ſecure payment

and

and ſatisfaction of all the Debts and Duties which ſhould be due and owing upon the Joint-account to any perſon at the death of the Party ſo deceaſed; and ſhould alſo take upon him the care and education of ſuch Apprentice and Apprentices imployed in the ſaid Joint-trade, as the Partner deceaſed ſhould have at the time of his death; and ſhould alſo pay and ſatisfie unto the Executors and Adminiſtrators of the party ſo deceaſed, the moiety or one half part of the Stock, Eſtate and Gains, as the ſame did appear to be on the laſt preceding Account before the death of ſuch Copartner, in Wares, Goods and good Debts (the deſperate Debts belonging to the ſurviving Copartner, to make good what loſs or damage might happen or come to the Eſtate then accounted good as aforeſaid) the ſaid moiety or half part of the ſaid Stock, Eſtate and Gains to be paid to the Executors or Adminiſtrators of him ſo deceaſed, within the ſpace of 18 Months next after ſuch deceaſe, by three equal payments, the firſt payment to be made within ſix Months next after ſuch deceaſe, the ſecond payment to be made within 12 Months next after ſuch deceaſe as aforeſaid; and the third and laſt payment to be made at the end of the ſaid 18 Months after ſuch deceaſe, any uſage or cuſtom of ſurvivorſhip to the contrary thereof in any wiſe notwithſtanding: And it was further agreed, That in caſe it ſhould happen that at the end and expiration of the ſaid Copartnerſhip, the ſaid Copartners ſhould not be minded

to continue the ſaid Copartnerſhip any longer time, which according to the courſe of time would end the 20*th* of *September* 1677. That then in ſuch caſe the ſaid Copartnerſhip ſhould continue until the 30*th* day of *December* 1677. and no longer, for dividing and diſpoſing of their Wares and Merchandizes, and ſtating and ſetling their Debts and Accounts. And this Reſpondent denies that it doth any ways appear by any proof taken in the Cauſe, that at the end of the ſaid five years a partition was intended to be made, or the ſaid Partnerſhip diſſolved; but on the contrary the ſaid Copartners were ſo far from breaking off their Partnerſhip, that by a mutual conſent the ſaid Copartners did the 15*th* day of January 1677. enter in each to other ſeveral Bonds of the penalty of 10000*l*. The condition of which ſaid Bonds reciting that the ſaid five years were expired; and that they had continued the ſaid Copartnerſhip, and agreed to continue the ſame until the 30*th* of *December* then next, under the ſame Conditions, Covenants and Agreements contained in the ſaid Indenture of Copartnerſhip. If therefore the ſaid Copartners ſhould continue the ſaid Copartnerſhip under the ſaid Covenants and Agreements, then this Obligation to be void.

And this Reſpondent further ſaith, That the ſaid Copartners did continue on the ſaid Copartnerſhip under the Covenants and Agreements in the ſaid Indenture of Copartnerſhip, until the ſaid 30*th* of *December*, and afterwards. And

And this Reſpondent ſaith, That on the firſt day of *January* 1678. the ſaid Copartners did according to the Covenants and Agreements contained in the ſaid Indentures of Copartnerſhip, make and ſtate an Account of the ſaid Copartnerſhip, by which Account it doth appear, and the ſaid Appellant hath acknowledged under his Hand and Seal, that this Reſpondents Teſtator had then in Stock, in good Debts, in Mony and Wares to the value of 5529 *l.* 6 *s.* 7 *d.* And the ſaid Copartners being minded to continue on the ſaid Copartnerſhip under the ſame Agreements and Covenants, did on the 11*th* day of *January* 1678. again enter into new Bonds to each other, each of the penalty of 10000 *l.* The Condition of which ſaid Bonds reciting the ſaid Indenture, and laſt mentioned Bond: And further, That the ſaid Copartners had likewiſe agreed to continue the ſaid Copartnerſhip for a longer time; but by reaſon the Appellant was to go to *Briſtol* Fair, and the Articles of Copartnerſhip could not be made ready to be executed before the ſaid Journey; If therefore the ſaid Copartners ſhould continue and keep their ſaid Copartnerſhip until the firſt of *March* then next, under the Conditions and Covenants in the ſaid Indentures of Copartnerſhip, then the ſaid Bonds to be void. And this Reſpondent denieth, that the ſaid Appellant did, during the life-time of the ſaid *G. B.* the Copartner, take any notice that any of the Debts in the ſaid laſt ſtated Account reckned good

Debts proved bad Debts: And that thereupon it was agreed, that new Articles of Partnerſhip ſhould be made, whereby each Party ſhould have profit and loſs alike, or that the ſurviving Partner ſhould not be overcharged or make good to the Executors or Adminiſtrators of the deceaſed Partner his ſhare, as by the ſaid former Articles was directed, or that any ſuch Inſtructions were given, or ſuch Articles propoſed: And this Reſpondent ſaith, That the ſaid Copartners did continue on the ſaid Trade in Copartnerſhip under the Covenants and Agreements in the ſaid Indenture of Copartnerſhip until the death of this Reſpondents Father the ſaid *G. B.* which hapned about the 29*th* of *January* 1679. And it doth plainly appear, that the ſaid Copartners did this in order to continue the ſaid Copartnerſhip for a further term of five years: And this Reſpondent ſaith, that upon his Fathers death the ſaid Appellant poſſeſſed himſelf of all the Eſtate, Stock, Wares, Debts, Goods and Merchandizes belonging to the ſaid Copartnerſhip, and took to himſelf the Apprentice of the ſaid *G. B.* as by a Covenant in the ſaid Articles the Survivor of the ſaid Partners were obliged to do, and never offered to make any diviſion of the ſaid Eſtate, Stock, Wares, Debts and Merchandizes, and hath ſold, received and diſpoſed of them at his own pleaſure.

And this Reſpondent further ſaith, That he being the ſurviving Executor to his ſaid Father *G. B.* the deceaſed Partner, he did require

require of the ſaid Appellant to pay to this Reſpondent the Ballance of the ſaid laſt ſtated Account with Intereſt from the reſpective times the ſame ſhould have been paid, which he utterly refuſing to do, this Reſpondent was conſtrained to Exhibit his Bill in the Court of *Chancery*, to compel the Appellant to pay this Reſpondent the ſame: To which Bill the Appellant did put in his Anſwer, and Witneſſes were examined; and upon the firſt of *May* 1689. the ſaid Cauſe came to be heard in the ſaid Court of *Chancery*: And it was Decreed, that the ſaid Account ſtated in 1678. ſhould ſtand as a ſtated Account; but that if there were any Monies brought into the ſaid Account as Mony owing to the Partnerſhip, and which had been received by either Partner, it was referred to a Maſter of the ſaid Court to certifie the ſame ſpecially, and the Maſter was to certifie ſpecially what Errors or Miſcomputations he ſhould find in the ſaid Account; and to take an Account of what had been paid; and it was Decreed the ſaid then Defendant, now Appellant, ſhould pay intereſt for the Monies in his hands according to the Articles.

That the ſaid Appellant, then Defendant, being diſſatisfied with the ſaid Decree, did petition the ſaid Commiſſioners and obtained an Order for the rehearing of the ſaid Cauſe, and the ſaid Cauſe came to be reheard the 14*th* of *May* 1690. And it was Ordered the Maſter ſhould proceed to take the Account in queſtion both ways (*viz.*) from

the time in the Articles, and from the Teſtators death; in the taking of which both ways the Ballance of the Accounts in *January* 1678. was to be the riſe of the Account, and to compute Intereſt from the reſpective times of payment in the Articles; as alſo by carrying on the Account of the Trade, as if the Account ſtated had not been concluſive; and of all ſuch loſs as hapned in Trade within the Ballance of the ſtated Account: That the 21*ſt* of *February* 1690. the Maſter on hearing all ſides, certified there remained due to this Reſpondent 4585 *l.* 14 *s.* 9 *d.* In taking of which Account he had proceeded to take the ſame according to the directions of the Order of rehearing whereby the ſaid Account was to ſtand as a ſtated Account, in taking of which he allowed the then Defendant, now Appellant, all ſums ſworn paid by his Anſwer.

That the Maſter on, or about the 5*th* of *May* 1690. made another Report, taking it as of the Trade and without Intereſt, by which Report (without Intereſt) which is 2300 and odd pounds there reſts but 1000 *l.* due to this Reſpondent.

That the then Defendant took Exceptions to the former Report, and the matter of both Reports; and the Exceptions coming on to be argued before the then Lords Commiſſioners for the Cuſtody of the Great Seal of *England* the 10*th* day of *December* laſt, their Lordſhips declared, that the Defendants continu-

tinuing on the Trade after the laſt Account, and taking the whole into his hands after the ſaid laſt Bond, was a carrying on the Trade on the Covenants in the ſaid Articles of Partnerſhip, and that thereby the force of the Articles were ſubſiſting after the death of *B.* and that therefore the Defendant *D.* ought to pay the Plaintiff the Mony on the ſaid ſtated Account according to the ſaid Articles of Partnerſhip with intereſt for the ſame at 5*l. per Cent.* from the end of the ſaid three ſix Months mentioned in the ſaid Articles for the payment thereof, diſcounting from time to time what the Defendant had paid: And did Order and Decree the ſame accordingly; and with theſe directions it was Ordered and Decreed, that the ſaid two former Reports ſhould be ſet aſide, and that it ſhould be referred back to Sir *John Hoskins* Knight and Baronet, to whom the Account was formerly referred to take the Account, and ſee what was due to the ſaid Plaintiff for Principal and Intereſt, diſcounting only what had been ſince paid to the Defendant *D.*

That the ſaid Maſter having been attended by all perſons, did the 29*th* of *June* laſt make his Report according to the direction of the laſt mentioned Order, and thereby certifies, there doth remain due to this Reſpondent the ſum of 3853*l.* 16*s.* over and above all payments made by the ſaid Appellant; which ſaid Report is by ſubſequent Orders of the ſaid Court of *Chancery* con-

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confirmed: And this Reſpondent further ſaith, that the ſaid Decree from which the ſaid Appellant hath appealed, is as this Reſpondent is adviſed, juſt and well warranted by the Rules of Equity; and therefore this Reſpondent hopes this Moſt Honourable Houſe will find no cauſe to alter, but will confirm the ſame; and this Reſpondent humbly prays the ſaid Petition of Appeal which doth not truly nor fully ſtate the Fact as it appears by the Articles and Proofs, ſhall be diſmiſt with Exemplary Coſts.

Tho. Filmer.

Mr. *G. B*'s Caſe.

J. D. *Appellant.* G. B. *ſurviving Executor of his Father* G. B. *Reſpondent.*

THAT the 20*th* of *September* 1672. the Appellant and *G. B.* deceaſed, entred into Indentures of Copartnerſhip for the carrying on the Trade of a whole-ſale Haberdaſher in *London* for five years.

That in entring into ſuch Indentures, the Partners caſt up their Trade, and their Ready Mony and Goods appeared to be 4000*l.* and their Debts reckned bad 1400 *l.*

That

That it was agreed either Partner ſhould have Intereſt for ſuch Mony he ſhould lend the Stock.

That it was agreed they ſhould account once a year in *December* or *January*; and the Debts reckned on ſuch accounting deſperate (in caſe any one of the Partners ſhould happen to die,) ſhould go to the ſurviving Partner to make good what loſs or damage might happen in any of the Debts then accounted good.

That it was agreed, that upon finiſhing of their laſt Account at the end of five years, they ſhould divide their Stock.

That it was agreed, that in caſe either of the Partners ſhould happen to die before the expiration of five years allotted for the Copartnerſhip, the ſurviving Copartner ſhould have the Stock, Eſtate, Wares, Goods and Debts then in Joint-Trade; in conſideration of which he ſhould pay the Executors of the deceaſed Partner the moiety of the Stock, Eſtate and Gains as the ſame did appear to be upon the laſt precedent Account before the death of ſuch Partner; the deſperate Debts to go to the Survivor to make good what loſs or damage might happen to the Eſtate then accounted good, the ſame to be paid by three equal payments in three ſix Months; and the Survivor was to take upon him the care and education of the Apprentices.

And if the Partners ſhould not be minded to continue the Partnerſhip any longer, then they were to divide in three Months after.

That

That the five years expired the 20*th* of *September* 1679. but the Partners continued on the Partnerſhip under the aforeſaid Agreement until the 15*th* of *January* following, without any Writing between them.

That the 15*th* of *January* 1677. the Partners mutually entred into Bonds to each other of 10000 *l.* penalty, to continue the Partnerſhip under the ſame Covenants until the 30*th* of *December* then next, being *December* 1678.

That the firſt of *January* 1678. the ſaid Partners did make up, ſtate and ſettle their Account, by which Account it appeared Mr. *B.* had then in Stock, Mony and Wares in Partnerſhip 5529 *l.* 6 *s.*

That the Partners continued on the ſaid Trade under the ſaid Agreement, from the 30*th* of *December* aforeſaid until the 11*th* of *January* without any Writing; that on the 11 *th* of *January* 1678. aforeſaid, the Partners again entred into new Bonds of like penalty to continue on the Partnerſhip untill the firſt of *March* following.

That from the firſt of *March* until the 21*th* of *June* following (at which time Mr. *B.* died) the Partners continued on the ſaid Partnerſhip under the ſaid Covenants.

That after Mr. *B*'s death the Appellant poſſeſſed all the Eſtate, Wares, Goods and Merchandizes in Partnerſhip, and took the Apprentices, and made no diviſion of the Stock and Goods, and diſpoſed thereof at his pleaſure.

That

That Mr. *B.* as ſurviving Executor of his Father, brought his Bill in *Chancery* againſt the Appellant, to have payment of the 5529 *l.* due on the Ballance of the laſt ſtated Account in *January* 1678. with Intereſt from the reſpective times the ſame was to be paid by the Indenture of Copartnerſhip.

The Appellant by his Anſwer inſiſted, that the five years in the Articles being expired before the death of Mr. *B.* he was not obliged by the Covenants, and would have Mr. *B.* take an Account of the Trade, which is impoſſible to be done in regard no diviſion of the Goods was made.

The Cauſe after ſeveral Hearings and Debatings in the Court of *Chancery*, the 16*th* of *December* 1691. received a full Hearing, and the Court declared that,

The Maſter after the 29*th* of *January* laſt, after ſeveral attendencies on both ſides, made his Report, and thereby certifies 3853 *l.* 16 *s.* to be due to Mr. *B.* over and above all payments made by the Appellant; and this Report is confirmed.

From this Decree the Appellant appeals, and ſaith, That the Partnerſhip was determined before the death of Mr. *B.* and that he ought not to be obliged by the Covenants to pay the Ballance of the laſt Account.

Bills

Bills General.

Complainant takes out Administration to his Grandfather and Grandmother, after he and his Brothers and Sisters attain their full Ages, and Exhibits this Bill against the Administrators in Trust durante minori Ætate, *to compel them to Discover and Account.*

11. COmplaining, *&c.* sheweth, *&c.* your Orator *B. T. &c.* Administrator of the Goods, Chattels and Personal Estate of Sir *J. T.* late of *A.* in the County of *S.* Kt. and also of Dame *P. T.* Widow and Relict of the said Sir *J. T.* both deceased, your Orators Grandfather and Grandmother, That the said Sir *J. T.* and Dame *P. T.* being in their respective life times, and at the times of their several deaths possessed of a great Personal Estate, consisting in ready Mony, Rings, Jewels, Plate, Bedding, Linnen, Woollen, Hangings, Housholdstuff, Bills, Bonds, Judgments, Statutes, Recognizances, Mortgages and other Securities for Mony, amounting to a very great Value; and particularly the said Sir *J. T.* was possessed of one Bond or Obligation entred into to him the said Sir *J. W.* late of *S.* in the County of *K.* Knight deceased, of the penalty of 2000 *l.* or other great penalty conditioned for the payment of a 1000 *l.* and Interest within some short time after the Marriage of

T. W.

T. W. Eſquire, eldeſt Son and Heir of the ſaid Sir *T. W.* or on the death of Sir *T. W.* which ſhould firſt happen, being part of the Marriage Portion which Sir *T. W.* had agreed to give Sir *J. T.* upon the Marriage of *H. T.* his eldeſt Son and *K.* Daughter of Sir *T. W.* And alſo of, and in another Bond, or other Securities entred into to the ſaid Sir *J. T.* on, or about the day of by *T. B.* late of *Weſtminſter* in the County of *Middleſex* Eſquire deceaſed, of the penalty of 6000 *l.* for the payment of 3000 *l.* and Intereſt within ſome ſhort time after, As by the ſaid Bonds with the Conditions thereof, had your Orator the ſame to produce, would more fully and at large appear, and to which your Orator for more certainty refers: And your Orator further ſheweth, that the Dean and Chapter of the Cathedral and Metropolitical Church of *Canterbury*, did by their Indenture of Leaſe, under their Common Seal, bearing date about the 29*th* day of *May* in the ſixteenth year of the late King *James*, over *England*, &c. for themſelves and their Succeſſors Demiſe and Grant unto the ſaid Sir *J. T.* his Executors and Adminiſtrators, All that Parſonage of *B.* in the County of *S.* with all Houſes, Buildings, Lands, Edifices, Tythes, Oblations and all other Commodities, with the Appurtenances thereunto belonging, or anywiſe appertaining, being of the yearly value of 300 *l.* in as large and ample manner as any other Farmer thereof had held and enjoyed the ſame, To hold the ſame under a

ſmall

ſmall yearly Rent, for and during the lives of *H. T. F. T.* your Orators Father, and *R. T.* Sons of the ſaid Sir *J. T.* and the life of the longeſt Liver of them, as by the ſaid Indenture of Leaſe, wherein are contained divers Grants, Reſervations, Conditions, and Agreements, had your Orator the ſame to produce, relation being thereunto had, it would more fully and at large appear: By virtue whereof the ſaid Sir *J. T.* entred upon and enjoyed the ſaid Parſonage during his Life. And your Orator further ſheweth, That the ſaid Dame *P.* having at the requeſt of Sir *J. T.* joined in a Fine or Conveyance of certain Lands ſetled upon her for Jointure, or whereunto ſhe was entitled to have her Dower, the ſaid Sir *J. T.* intending to recompence the ſaid Dame *P.* therein, or for other good and valuable Conſiderations did by Indenture of Aſſignment bearing date Aſſign and Tranſfer the remainder of the Term in the Original Leaſe to him granted, during the Lives aforeſaid, unto the ſaid Dame *P.* her Executors and Adminiſtrators, or ſome Perſons in truſt for her and her Executors and Adminiſtrators, or otherwiſe diſpoſe of the ſame; ſo that ſhe the ſaid Dame *P.* her Executors and Adminiſtrators might after his death have and receive the whole benefit thereof, as alſo the right of renewing and diſpoſing thereof as ſhe pleaſed. And your Orator further ſheweth, That the ſaid Sir *J. T.* dying in or about the year 1650. ſhe the ſaid Dame *P.* or the Truſtees on her behalf,

behalf, entred on the ſaid Parſonage of *B.* and held and enjoyed the ſame, and received the Rents and Profits thereof during her Life. And your Orator further ſheweth, That the ſaid *F. T.* your Orators Father, having been a great ſufferer in the times of Uſurpation, as being Chaplain in Ordinary to his late Majeſty, King *Charles* the Firſt, of ever bleſſed Memory, and dying under Impriſonment, leaving your Orator and ſeveral other Children Infants; the ſaid Dame *P.* conſidering of the Condition of your Orators Mother, and of your Orators Brothers and Siſters, did reſolve to ſettle the ſaid Leaſe, and benefit of renewing thereof; ſo that the ſame or part of the profits might come to your Orators ſaid Mother, and your Orator and his Brothers and Siſters after her deceaſe: And in order thereunto one *R. O.* of *D.* in the County of *H.* Eſquire having married *D.* Daughter of Sir *J. T.* who being well affected to the late Rebellious Government, or at leaſt ſo as he avoided Sequeſtration, ſhe the ſaid Dame *P.* repoſing great Truſt and Confidence in him the ſaid *R. O.* did deſire his aſſiſtance in protecting of the ſaid Eſtate for the benefit of your Orators ſaid Mother and her Children, who then lived remote from her Relations in the *North* of *England*, which the ſaid *O.* undertook accordingly; and thereupon the ſaid Dame *P.* did not only deliver unto the ſaid *R. O.* all, or the greateſt part of the Perſonal Eſtate aforeſaid, but alſo the Leaſe of *B.* Parſonage, for him to receive the

Rents and Profits thereof, paying the Rent thereout reſerved, and to return the overplus of the Rent to your Orators Mother; and in caſe his Majeſty ſhould be reſtored to his Kingdom and Regal Government, then to renew the ſaid Leaſe in Truſt for your Orators Mother and Children: And ſoon after the death of Sir *J. T.* Dame *P.* died inteſtate, leaving the ſaid *R. O.* intruſted as aforeſaid. And your Orator further ſheweth, That immediately after the death of Sir *J. T.* and Dame *P.* a Combination and Confederacy was entred into by, and between the ſaid *R. O.* and *K.* the Relict of *H. T.* and with other Perſons hereafter named; and the ſaid *R. O.* did propoſe to the ſaid *H. P.* who was a Shopkeeper in *C.* in the County of *S.* not then reſponſible for what he ſhould be intruſted with, to take out Letters of Adminiſtration of the ſaid Sir *J. T*'s Eſtate in Truſt for the Grand Children of the ſaid Sir *J. T.* which the ſaid *P.* did undertake and do accordingly in hopes to get his Debt diſcharged thereby, which he owed to Sir *J. T.* at the time of his death, and to ſwallow up all, or the moſt part of the Perſonal Eſtate of the ſaid Sir *J. T.* or at leaſt to have an equal, or ſome part or ſhare with the ſaid *O.* and the reſt of the Confederates; and by vertue of ſuch Adminiſtration, or otherwiſe, he the ſaid *P.* and *O.* and other the Confederates poſſeſſed him and themſelves of all the Goods and Chattels, Rights and Credits of the ſaid Sir *J. T.* and Dame *P.* during the minority of your Orator,

Orator and the reſt of the Grandchildren of the ſaid Sir *J. T.* which being an Adminiſtration *durante minori Ætate*, is ſince revoked, and new Adminiſtration granted to your Orator *B. T.* of the ſaid Eſtates of the ſaid Sir *J.* and Dame *P. T.* by vertue whereof he is well entituled to all and ſingular the Perſonal Eſtates of the ſaid Sir *J.* and Dame *P. T.* which they died poſſeſſed of and intereſted in, and ought to have an account of the ſame; and the ſaid *R. O.* notwithſtanding the Truſt repoſed in him by the ſaid Dame *P.* as aforeſaid, immediately after her death did privately endeavour to procure Adminiſtration of her Eſtate to be granted to himſelf in his own right, but being diſcovered by ſome Relation of the ſaid Sir *J. T.* he then pretended he was a Creditor; but not being able to make out any thing due to him, the Prerogative Court after great controverſie and conteſts, refuſed to continue his Adminiſtration, but repealed the ſame although he much contended for it; whereupon being informed that he was to make reſtitution of all the Eſtate of the ſaid Dame *P.* he took Adminiſtration during the minority of your Orator and the reſt of his Brothers and Siſters, by vertue of the aforeſaid Adminiſtration, or otherwiſe, as by the procedings in the Prerogative Court, to which your Orator for more certainty refers himſelf may appear, but never ſo much as mentioned one word thereof to your Orator, notwithſtanding your Orator hath been very well known to him above

fourteen years, and was very desirous the matters in question might have been accommodated in a friendly manner. And your Orator further sheweth, That the said *O.* and *P.* having gotten such several Administrations as aforesaid, and possessed themselves of the said several Estates, they then by Combination and Confederacy, with the other persons hereafter named, went hand in hand in all the procedings relating thereunto, or to the recovering or discharging of any Debts due or owing to the said several Estates. And your Orator further sheweth, That the said *P.* having by vertue of his Administration by the means of *O.* as aforesaid, or otherwise, sued the said Sir *T. W*'s Bond, and obtained a Judgement thereupon for above 2500 *l.* together with Costs; and the said Sir *T. W.* having about the year of our Lord 1659. sold an Estate of his the said Sir *T. W.* called *S.* in the County of *K.* to one Sir *John B.* Knight, for which he was to pay 1200 *l.* And the said Sir *J. B.* being informed of the said Judgment, that the said *P.* as Administrator to the said Sir *J. T.* had obtained upon the said Estate; Sir *J. B.* insisting to have, and accordingly kept so much of the purchasemony as would discharge, or at least indempnifie him against the aforesaid Judgment, until the Extent should be taken off; and what was due thereupon should be paid and satisfied, which the said Sir *T. W.* afterwards from time to time promised to do and to procure the said *P.* to discharge, and

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ſatisfaction acknowledge; but *P.* and *O.* conteſting between themſelves who ſhould have the Mony, each pretending a right thereunto, or to ſome part thereof: It being then anſwered, that the ſaid *P.* who was at that time very poor, had aſſigned the ſaid Judgment, and the Mony due thereon to one *T.W.* or to ſome other perſon well known to the Confederates, or ſome of them, either abſolutely or for ſecuring ſome great ſum of Mony owing by the ſaid *P.* ſo that by thoſe or ſuch like, or ſome other means the ſaid Mony due upon the ſaid Judgment, upon the ſaid Bond continued in the hands of the ſaid Sir *J. B.* for ſome time, who would not pay the ſame until the ſeveral pretences were accommodated and ſetled, and in truth at laſt he began to queſtion the Title of the ſaid *P.* and *O.* and underſtanding that *P.* was only an Adminiſtrator *durante minori Ætate*, and ſet up by *O.* ſo that it was dubious whether they could diſcharge a real Debt, he did then refuſe to pay the ſame; and the ſaid *T. W.* did refuſe to allow the whole Debt out of the Purchaſe-mony, but inſiſted to have, and accordingly had ſome conſiderable part thereof left in their, or ſome other perſons hands to be ſecured from any damage they might ſuſtain; and thereupon there was an agreement made between the ſaid *P.* and *O.* Sir *J. B. T. W.* and other the Confederates, to ſhare and divide the Mony due upon the ſaid Bond of Sir *T. W.* of and from the ſame; and the ſaid *P.* and *O.* diſcharged

the Eſtate of the ſaid *T. W.* of and upon receipt of Monies due upon the Bond of *T. B.* of the penalty of 6000 *l.* for payment of 3000 *l.* and Intereſt unto the ſaid Sir *J. T.* did diſcharge the ſame, or take other ſecurity, and alſo diſcharged ſeveral other Debts belonging to the Eſtate of the ſaid Sir *J. T.* and the ſaid Mony received on the ſaid Extent, and the reſt of the Perſonal Eſtates of the ſaid Sir *J. T.* and Dame *P.* were ſhared and divided amongſt the ſaid Confederates, and they ſeverally ought to account for the ſame; but the ſaid Sir *J. B.* and *T. W.* pretend, that what Mony was left in their hands they have expended by reaſon of the differences ariſing touching the ſame, and the ſaid *R. O.* pretends that what he received out of the Monies recovered of Sir *T. W.* was but 400 *l.* 200 *l.* whereof was for Mony he pretends he lent the ſaid *H. T.* and at other times pretends that it was part of his Wives Portion due to him from the ſaid *H. T.* and that the other 200 *l.* was for Intereſt and charges which he paid for *P.* his ſuing of the ſaid Bond of 2000 *l.* and recovering of the ſaid Mony, which ſaid Bond he ſometimes alledgeth was aſſigned over by Sir *J. T.* to his late Wife two years before he married, for the ſecuring of a 1000 *l.* Portion, which was agreed to be given her in Marriage, and then delivered to her, whereas in truth there was no ſuch proviſion or agreement made, nor could ſo be, he the ſaid *R. O.* marrying without the conſent of the ſaid Sir *R. T.*

and

and Dame *P.* And if any ſuch Letter of Attorny or Aſſignment of the ſaid Bond was made, it was made in truſt, and to protect the ſame from ſequeſtration, being about the time of the late unhappy troubles, and not for any real conſideration, or at leaſt to be added or diminiſhed as they thought fit, as the ſaid *R. O.* well knows, and hath often declared in manifeſtation thereof; and that the ſaid *R. O.* did marry without ſuch conſent, your Orator ſheweth, that after ſuch Intermarriage by great importunity the ſaid Sir *J. T.* upon promiſe and agreement with the ſaid *R. O.* that if the ſaid *R. O.* would ſettle on the ſaid *D.* his Wife, and her Iſſue 200 *l. per Annum*, or ſome Eſtate of ſome ſuch value, he did condeſcend to give her 800 *l.* and no more; but the ſaid Sir *J. T.* afterwards perceiving that the ſaid *R. O.* could ſettle on her no Eſtate of Inheritance, and that in caſe he had 800 *l.* that, or the greateſt part thereof muſt go towards the purchaſing of her Life as a Jointure in an Eſtate of about 200 *l. per Annum*, wherein the ſaid *R. O.* pretended he had a ſhort Term; and if he had any other Eſtate, it was very ſmall, and his Term almoſt expired, and therefore did refuſe for ſome time to give him the 800 *l.* but afterwards did pay the ſame, which ſaid 800 *l.* the ſaid *R. O.* accepted as her Portion, and received it from Sir *P. T.* who had a far greater ſum then in his hands of Sir *J. T.* being the Purchaſe-mony of *A.* which he had ſold to

the ſaid Sir *P. T.* ſo that if the ſaid *R. O.* had been to have had the 1000 *l.* or any more than the 800 *l.* the ſaid *R. T.* might alſo have ordered payment thereof, if ſo much had been intended for her Portion to him: But your Orator avers, that the ſaid *R. O.* was not to have any more than the 800 *l.* and ſo much he received, and gave a diſcharge for; and the ſaid *R. O.* did, or ought thereupon to have reaſſigned over the ſaid Bond to the ſaid Sir *J. T.* his Executors and Adminiſtrators, or whom he ſhould appoint. And your Orator further ſheweth, That the whole Mony due upon the ſaid Judgment or Extent was levied, or elſe the reſidue is ſtill in the hands of the ſaid Sir *J. B. H. P. T. W.* and the reſt of the Confederates; and they in whoſe hands the ſame is, are ſeverally liable, and ought in juſtice to pay and ſatisfie unto your Orator the whole Mony that was due for Principal and Intereſt at the time of the Extent, with what Intereſt and Coſts accrewed ſince thereby, the rather for that the ſaid Sir *J. B.* and *T. W.* took notice of the Title which was only as an Adminiſtrator *durante minori Ætate*; and the ſaid *P.* and *W.* is, and ought to ſtand charged with all other the Debts and Perſonal Eſtate of the ſaid Sir *J. T.* and Dame *P. T.* whereof they deſigning to defraud your Orator, have not to this day exhibited any Inventory, which they ought to have done, or if they have, the ſame is very imperfect and full of omiſſions and undervalutions. And your Orator further

ther ſheweth, That the ſaid Sir *P. T.* pretending that the ſaid Sir *J. T.* and his Son *H.* could not make out any good Title to the Eſtate called *A.* for that the ſaid Eſtate was upon the ſaid Sir *J. T.* his Intermarriage to the ſaid Dame *P.* who was the Daughter of Sir *W. L.* ſetled on the Iſſue of the ſaid Sir *J. T.* and Dame *P.* whereupon the ſaid Sir *P. T.* inſiſted to have, and accordingly had left in his hands ſome of the Purchaſe-mony to indempnifie him againſt Incumbrances or any Suits that ſhould be brought againſt him by any Iſſue of the ſaid Sir *J. T.* and Dame *P.* and albeit he was never yet damnified one Penny, yet he hath not to this day paid the ſame, or any part thereof; or if he hath paid the ſame, it was to ſuch Perſon or Perſons who had no power to receive the ſame, or to diſcharge him for the payment thereof: And the ſaid Sir *P. T.* hath alſo got into his cuſtody a Deed of Gift, and an Inventory of Sir *J. T*'s Perſonal Eſtate, and ſeveral other Deeds and Specialties for Mony, pretending the ſame to be alſo as well as the Mony in his hands a ſecurity for his quiet enjoyment of the ſaid Eſtate; and the ſaid Sir *P. T.* alſo ſometimes pretends that he hath paid much more Mony than in reality he hath, and that he hath paid ſome Debts of the ſaid Sir *J. T.* and other Debts which he undertook to pay are not yet ſatisfied, when in truth there were very few Debts paid by the ſaid Sir *P. T.* as your Orator hath been credibly informed: And your Orator having

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desired an Account from the said Sir *P. T.* of the Monies aforesaid, yet he refuseth so to do, and pretends that *P.* hath given him a Release. And your Orator further sheweth, That the said *R. O.* by vertue of his Administration, having possessed himself of the said Lease, and all the Personal Estate of the said Dame *P.* and thereby, by what he hath got by confederating with the said *H. P.* Administrator to Sir *J. P.* and other Persons aforesaid, raised great sums of Mony, the said *R. O.* upon his Majesties most happy Restrauation, having the said Lease by him as aforesaid, and being informed that his now Majesty out of his great Clemency and Kindness to all such, and the Relations of such as had been Sufferers for his late Father of Blessed Memory, had ordered and directed, and there were Commissioners of the Nobility appointed, and did sit in the Star-Chamber for that purpose; and that particular care should be taken, that they should have their just Rights and Claims preserved to them, and in particular wherein they or their Children should be concerned or any ways interested in the renewing or taking any Leases that were held formerly of the Church, although the time might be before expired, that such Sufferers or their Children, or any other on their behalf or trust, or otherwise might have the benefit and advantage of renewing all such Leases wherein they or their Ancestors should be concerned; or that if any other Person did in their

their Infancy, or when beyond the Seas renew any ſuch Leaſe, the Children of thoſe who had been Sufferers for his ſaid late Majeſty, repaying the Perſon the Mony paid for the Fine, ſhould have the benefit thereof, or to the like effect; whereupon the ſaid *O.* made his application to the Dean and Chapter of *Canterbury* for, and on the behalfs of your Orator and his Brothers and Siſters, for whom he was intruſted, and produced the ſaid old Leaſes, and made known to them his Adminiſtration, and the Truſt for your Orator, and ſome of his Brothers and Siſters, and the great ſufferings your Orators ſaid Father had endured for his Loyalty by reaſon of the Late Rebellion, and the diſabilities in Eſtate, his Widow and your Orator and his Brothers and Siſters were by that means brought to; and that your Orators Father was one of the Church, and Chaplain to his ſaid late Majeſty as aforeſaid, and therefore earneſtly importuned them to ſet a moderate Fine on the ſaid Parſonage, that they might have the benefit thereof, in renewing the ſaid Leaſe; upon due conſideration whereof made by him unto the ſaid Dean and Chapter, to whom, or moſt of them your Orators Father was well known, the ſaid *R. O.* obtained a Leaſe from them of the ſaid Parſonage of *O.* to be made to him for three lives at an eaſie and moderate Fine and Rent, in truſt for your Orator as aforeſaid: And by vertue thereof the ſaid *R. O.* hath continued the Poſſeſſion, received the Profits, and held and enjoyed the

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Parſonage to this day, being of the value of 300 *l. per Annum.* And your Orator well hoped that now your Orator and the reſt of his Brothers and Siſters being of Age alſo, and having releaſed all their Right and Title in Law and Equity thereunto to your Orator, being come of Age, and having taken out Letters of Adminiſtration to the ſaid Sir *J.* and Dame *P. T.* the ſaid *R. O.* ſhould not only come to an account, and pay what he had received by, of, and upon the Account, and out of the Perſonal Eſtate of the ſaid Sir *J.* and Dame *P. T.* and to have reſtored unto your Orator what remained in ſpecie, and alſo to have accounted for the overplus of the Rents and Profits of *B.* Parſonage as aforeſaid, during the late Uſurping Powers, but alſo ſince deducting to himſelf the Fine and Charges of Renewing, and to have Conveyed or Aſſigned his Intereſt in the ſaid Leaſe to your Orator, according to the direction or intention of his ſaid Majeſty, and the Truſt repoſed in him as aforeſaid, more eſpecially for that your Orator hath many times in a fair and friendly manner offered upon the ſaid *R. O.* his coming to an Account, to pay him his Principal and Intereſt, and what ſhould remain due to him upon account, and for what reaſonable Coſts he had been at, in and about the procuring and renewing of the Leaſe of the ſaid Premiſſes: But the ſaid *R. O.* combining and confederating with the ſaid Dean and Chapter to defeat your Orator of the ſaid Eſtate, they have permitted him ſeveral times ſince

to

to renew the Leaſe of *B.* Parſonage aforeſaid, pretending they knew nothing of your Orators Title thereunto; and the ſaid *R. O.* and the reſt of the Confederates have waſted, conſumed or converted all the Perſonal Eſtate of the ſaid Sir *J. T.* and Dame *P. T.* to their own uſes, or ſome other Perſon or Perſons, or ſome of their privity or knowledge, and ſold ſome Debts due by Bond or Judgment, and compounding other at a low rate; and have alſo ſold at low and inconſiderable Rates a great part of the Goods and Houſholdſtuff of the ſaid Sir *J.* and Dame *P. T.* and if the ſaid *H. P.* and *R. O.* did not poſſeſs themſelves of the whole Perſonal Eſtate of the ſaid Sir *J.* and Dame *P. T.* and improved it to the beſt advantage, they might have done it, for that they were Adminiſtrators *durante minori Ætate*, and Truſtees for others, and ought to be accountable for the ſame, and ought not to have diſcharged any Debt for leſs than what was really due thereon, but ought to account for the full Debt due to the Eſtate of the ſaid Sir *J.* and Dame *P. T.* and alſo for the full value of the whole Perſonal Eſtate of the ſaid Sir *J.* and Dame *P. T.* and in Truth there was no reaſon for the compounding or taking leſs for any Debt whatſoever, eſpecially that of Sir *T. W.* which was ſecured by a Judgment and Extent upon an Eſtate of 7 or 800 *l. per Annum.* All which doings of the ſaid Confederates are contrary to Juſtice and Equity: In tender conſideration whereof; and for as much as your

your Orators Witneſſes which could prove all the matters and things to be true, are dead or in remote parts unknown to your Orator; nor hath your Orator any relief but in this Honourable Court before your Lordſhips, where matters of this nature are properly relievable and to be diſcovered. To the end therefore that the ſaid Confederates, and every of them may true and perfect Anſwer make to all and ſingular the Premiſſes, and in particular may ſet forth how much of the ſaid Eſtate of the ſaid Sir *J.* and Dame *P.* his Widow and Relict came to the poſſeſſion of them, or any of them, or any Perſon or Perſons to the privity or knowledge of them, and how the ſame was diſpoſed of, if not in the manner as aforeſaid, and what became thereof, and of every part and parcel thereof; and alſo that the ſaid Sir *R. O.* and *H. P.* may ſet forth what induced them to take out Adminiſtration to the ſaid Sir *J.* and Dame *P.* and at whoſe inſtance and requeſt did the ſaid *P.* do the ſame, and what ſecurity had he, or was intended to be given him, and by whom and what, and to whom did he give authority to ſue by vertue of Adminiſtration; and why did not the ſaid *O.* take out Adminiſtration to the ſaid Sir *J. T.* if he were a Creditor, and why he ſhould perſwade *P.* to take out Letters of Adminiſtration to the ſaid Sir *J.* or did *P.* pretend any Debt to be due to him from the ſaid Sir *J. P.* and how much, and whether did not the ſaid Dame *P.* at any time make a

Will

Will or Declaration of her Intentions to diſpoſe of her Eſtate ſhe ſhould leave when ſhe died, and whether there were not ſome diſcourſe to the purpoſe and effect before ſet forth, or to what other purpoſe and effect, or to whom did ſhe mention or declare her Intentions to be, to give or diſpoſe of her Eſtate at the time of her death, or any other time, when, where, and for what reaſon did he take out Adminiſtration to the ſaid Dame *P.* and who oppoſed him therein, and for what cauſe or reaſon, and whether he did make appear any Debt to be due to him then from Dame *P. T.* and how much, and for what, and why had not Adminiſtration been granted to him, as Creditor to the ſaid Dame *P.* and for what cauſe and reaſon was it granted to him during the minority of your Orators, and what Mony did he expend in and about contending for the ſaid Adminiſtration, and how long was the ſame in agitation, or what uſe or benefit did he make thereof, and what part of the ſaid Dame *P*'s Eſtate did he poſſeſs himſelf of before the Adminiſtration, and how much after, and at what particular time doth he pretend the ſaid Leaſe, or any other thing, or what was given him then, or at any other time; And why he had not acquainted your Orator with the Adminiſtration during this twelve or fourteen years that he hath been acquainted with him, and with the renewing of the aforeſaid Leaſe, or of the tranſactions aforeſaid: And that the ſaid *R. O.* and the ſaid Dean and

Chapter

Chapter may ſet forth whether he did produce or mention the aforeſaid Adminiſtration taken by him, to the Dean and Chapter, or any other, and to whom at his time of taking a Leaſe of them of *B.* Parſonage aforeſaid, or produced or acquainted them or any, and which of them or any other and whom, of his having the old Leaſe, and upon what account had he the ſame, and what did they ask him for a Fine, and how much did he give, and how many Lives, and whom were the ſame; and that all the ſaid Confederates may diſcover how much of the Mony levied upon the Judgment or Extent aforeſaid, obtained upon the ſaid Sir *T. W.* his Bond, they or any of them had, or any other Perſon to their privity, and which of them did cauſe the ſame to be put in ſuit or proſecution, and by whom, and who occaſioned the releaſing of the ſame; and that they may give a true and perfect Account, and annex a Schedule or Particular of all and every part and parcel of Sir *J.* and Dame *P. T*'s Perſonal Eſtate, that in their life-time or ſince came to the poſſeſſion of the ſaid Confederates, or any of them, or any other, to their privity or knowledge, and was then, or is now *in ſpecie*; and that all the ſaid Confederates may a true and perfect anſwer make to all and every the Matters and Charges ſet forth, and that your Orator may be relieved therein according to Equity and Juſtice. May it pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator one

or

or more of his Majeſties Writ or Writs of Subpœna, *&c.*

Bills of Account and Diſcovery.

An Heir Exhibits his Bill to call Truſtees to Account for Receits and Diſburſements relating to a truſt of certain Lands, leaſed by his Father in truſt, for a long Term, to raiſe younger Childrens Portions; praying a diſcovery of his Title, delivery of the Deeds and poſſeſſion of the Premiſſes.

To the Right Honourable Sir *John Somers* Knight, Lord Keeper of the Great Seal of *England.*

1. HUmbly Complaining, ſheweth unto your Lordſhip, your Orator *W. H.* of *London*, Gent. That *J. H.* your Orators Father was in his life-time ſeiſed in Fee-Tail to him and the Heirs of his Body, of certain Lands, Tenements and Hereditaments in *S. B.* and elſewere in the Pariſh of *H.* in the County of *W.* of the yearly value of 200 *l.* and upwards. Or the ſaid *J.* was ſeiſed therein for Life, the remainder to your Orator and his Heirs, or was ſeiſed therein of ſome bounded or limited Eſtate, whereby he was diſabled from diſpoſing of or charging the ſame for any longer term than his own Life. And that the ſaid *J. H.* being ſeiſed as aforeſaid, was on or about the 28*th* day of

January, in the Year of our Lord 1687. by great importunities and very indirect means, prevailed with by *J. W. D. B.* and *W. C.* for to execute to them a Deed of Demiſe of the Premiſſes for a term of 500 years, or ſome other long term of years yet to come, in truſt for raiſing 500 *l.* apiece for *E* and *H.* two younger Children of the ſaid *J.* payable to them at their reſpective Ages of twenty one years, though the ſame *W. B.* and *C.* at the ſame time very well knew that the ſaid Lands and Premiſſes were by ſeveral Deeds and Conveyances ſo ſetled, as that your Orators ſaid Father had no power by Law for to make any ſuch ſaid Leaſe, but that the ſame muſt be determinable on the death of the ſaid *J.* And your Orator further ſheweth, That his ſaid Father ſoon after the executing of the ſaid Leaſe departed this Life, leaving iſſue *R.* his eldeſt Son, your Orator his ſecond Son, and the aforeſaid *E. H.* and that your Orator at the time of his ſaid Fathers death was an Infant of very tender years, and that ſoon after his ſaid Fathers deceaſe, the ſaid *R.* your Orators eldeſt Brother died, your Orator then being Heir at Law, both to his ſaid Brother and Father, and the ſole and undoubted right to the Premiſſes was then veſted in your Orator. And your Orator likewiſe further ſheweth, That immediately after the making of the ſaid Leaſe as aforeſaid, the ſaid *W.* and *B.* entred upon the Premiſſes, and received the Rents and Profits thereof, as well the Arrears due before

fore the making the ſaid Leaſe, as the growing Rents, the aforeſaid *C.* dying ſoon after the making the ſaid Leaſe; and that on or about the firſt day of *February*, in the Year of our Lord 1688. the ſaid *D. B.* aſſigned and transferred his intereſt in the ſaid Truſt-Leaſe to one *R. F.* a Perſon indigent and irreſponſible, for the conſideration of 20 *l.* ſterling or thereabouts, paid to him the ſaid *B.* by the ſaid *F.* though the ſaid *B.* did then know the ſaid *F.* to be a Perſon poor and inſolvent. And your Orator further ſheweth, That preſently after the ſaid Aſſignment, and ever ſince, the ſaid *R. F.* and *J. W.* have received the whole Rents and Profits of the Premiſſes, as well the Arrears of Rent due before that time, as the growing Rents ſince; and that the ſaid *F.* and *W.* under colour of being Truſtees of the Premiſſes as aforeſaid, did pretend and take upon themſelves to be Guardians to your Orator, and the ſaid *E.* and *H.* And under that pretence did aſſume to themſelves the education, diſpoſal and government of your Orator, and his Brother and Siſter; and on or about the 10*th* day of *May*, in the Year of our Lord 1690. did give or beſtow the ſaid *E.* in Marriage to *J. W.* Son of the aforeſaid *J. W.* one of the Truſtees, though the ſaid *J. W.* the Son was a Man of no Subſtance or Fortune in the World. And your Orator further ſheweth, That after the ſaid intermarriage between the ſaid *E. H.* and *J. W. junior*, the aforeſaid *J. W.* the elder and *R. F.* did contrive to

raiſe 500 *l.* for the ſaid *J. W. junior*, by charging the ſame on your Orators Eſtate: And for that end and purpoſe, in or about *Hillary* Term 1691. did procure a Bill to be Exhibited in this Honourable Court, in the name of the ſaid *J. W. junior*, and the ſaid *E.* his Wife, and the ſaid *H. H.* then an Infant, againſt your Orator then an Infant; and the ſaid *J. W.* the elder and *R. F.* appeared both for themſelves, and alſo for your Orator as his Guardian, and anſwered accordingly; and by their conſent and colluſion upon Bill and Anſwer only (neither your Orator, nor any Perſon on his behalf then attending, or making any defence) a Decree was obtained, that the ſaid *J. W.* the elder and *R. F.* ſhould receive as well the Arrears of Rent, as the growing Rents and Profits of the Premiſſes, and ſhould educate and provide for your Orator and his Brother *H.* as Sir *Lacon William Chil* ſhould approve of, and apply the reſidue of the Rents and Profits towards the payment of the 500 *l.* due to the ſaid *E.* at her day of Marriage, with Intereſt for the ſame after the rate of 6 *l. per Annum* for each hundred, together with the Coſts of that Suit to be taxed by the ſaid Maſter; and that the ſame might be the more ſpeedily raiſed the ſaid *J. W.* the elder and *R. F.* as ſoon as conveniently they could, ſhould raiſe Money by Demiſing, Selling, Letting or Mortgaging the Premiſſes, or any part thereof to ſuch Perſon or Perſons for ſuch part of the ſaid term of 500 years, as the ſaid Maſter ſhould approve

approve of, and ſhould pay the ſame to the ſaid *J. W.* the younger and *Elizabeth* his Wife, and when the ſaid *H. H.* ſhould come to 21 years, the ſaid *J. W.* the elder and *R. F.* were to raiſe and pay to him 500 *l.* out of the Profits of the ſaid Eſtate, or by Leaſing or Mortgaging the ſame, and to have all juſt allowances of Mony by them, or either of them expended or to be expended, in Relation to the ſaid truſt. And your Orator further ſheweth, That the ſaid *J. W.* the elder, *R. F. J. W.* the younger and *E.* his Wife, or ſome of them before the exhibiting the ſaid Bill, very well knew that your Orators Father was barely Tenant in Tail, or for Life at the time of executing the aforeſaid Truſt-Leaſe, and had no Power or Right to make the ſaid Leaſe, or any other ways to charge the ſaid Premiſſes after the determination of his own Life: And they or ſome of them before the exhibiting of the ſaid Bill, had in their Hands, Cuſtody, Poſſeſſion or Power, all the Deeds and Writings relating to or concerning the ſaid Premiſſes, particularly the Deed or Deeds, Writing or Writings, whereby it did plainly and evidently appear that your Orators ſaid Father was barely Tenant in Tail, or for Life; and they Read, Peruſed and Adviſed upon the ſame, and were knowing of or privy to the Contents thereof, and they likewiſe very well knew, that the aforeſaid Truſt-Leaſe made by your Orators ſaid Father, as aforeſaid, did not impower the ſaid 500 *l.* for

the portion of the ſaid *E.* to be raiſed by Mortgage, but only by perception of profits, and yet they evilly and deſignedly concealed all the aforeſaid matters from this Court. And your Orator alſo ſheweth, That the ſaid *J. W.* the Elder and *R. F.* did procure a Report *ex parte* (and without any proof) from the ſaid Maſter, that they ſhould be allowed the ſum of 40 *l. per Annum* for the maintenance and education of your Orator, and 20 *l. per Annum* for the maintenance and education of his Brother *H.* out of the Rents and Profits of the Premiſſes, and the ſum of 37 *l.* 3 *s.* 4 *d.* for Coſts of the ſaid Suit, by which Report the ſaid Maſter did further certifie that the ſaid *R. F.* had diſburſed for your Orator for his maintenance and education, and in mony expended in that and other Suits, with Monies paid by the ſaid *R. F.* to the aforeſaid *D. B.* upon the Aſſignment of his Truſt, and for divers Journeys into the Country from the 23 *Nov.* 1687. ſeveral ſums, in the whole amounting to 227 *l.* 17 *s.* 4 *d.* And that he had alſo conſidered of a further account brought in before him by the ſaid *R. F.* for Monies paid and diſburſed by him for the maintenance of your Orator and his ſaid Brother *H.* and for repairing of the Premiſſes, and taking ſeveral Journeys into the Country, and for ſeveral Law Charges and other Allowances and Mony lent to your Orator, and paid for him for Cloaths and other Neceſſaries from the 23*d.* of *November* 1687. to the 24*th.* of *June* then

then laſt paſt the ſum of 370 *l.* 19 *s.* 9 *d.* in all 535 *l.* 17 *s.* 1 *d.* And that the ſaid *R. F.* had received out of the Rents and Profits of the Premiſſes in the ſame time the ſum of 388 *l.* which being deducted out of the 535 *l.* 17 *s.* 1 *d.* there remained due to the ſaid *R. F.* the ſum of 167 *l.* 17 *s.* 1 *d.* And your Orator further ſheweth, That the ſaid *R. F.* did not expend for the maintenance or education of your Orator the ſum of 10 *l. per Annum*, but left him deſtitute of almoſt all conveniencies or neceſſaries, and procured the ſaid *H. H.* your Orators younger Brother, for to be boarded in the County of *W.* for 7 *l. per Annum*; And that your Orator being an Infant, and no manner of ways knowing of, or being converſant in affairs of Law, and not diſtruſting any evil or miſchief was deſigned againſt him, did not attend, nor did any Perſon on his behalf attend the ſaid Maſter in his taking of the ſaid Account, or about or concerning his making of the ſaid Report; and the ſaid *R. F.* and *J. W. ſenior*, during the Infancy of your Orator, ſurreptitiouſly procured the ſaid Report to be confirmed without any manner of notice given to your Orator, or to any Perſon on his behalf, when as the ſaid *R. F.* had received out of the Rents and Profits of the Premiſſes, very great ſums over and above whatever was diſburſed by him, or ought in Juſtice or Equity to be allowed to him: And the ſaid Decree, Report and Proceedings in the ſaid Court, were all had and

carried on by Colluſion, and the ſaid *F.* and *W.* the elder, though Defendants in the Cauſe, yet they paid the whole Charges of proſecuting the ſaid Cauſe. And your Orator further ſheweth, That the ſaid *R. F.* and *J. W.* the elder, after the ſaid Decree made in this Court as aforeſaid, did endeavour to raiſe 500 *l.* for the Portion of the aforeſaid *E.* your Orators Siſter, by Mortgage of the Premiſſes, and for that end and purpoſe did apply themſelves to ſeveral Perſons, and leave with them the Deeds and Writings concerning and relating to the Premiſſes; and the ſaid Perſons did refuſe to lend or advance any Monies thereupon, by reaſon that it did appear by the ſaid Deeds and Writings, That your Orators Father was barely Tenant in Tail or for Life, at the time of his making the aforeſaid Leaſe to the aforeſaid Truſtees. And your Orator alſo ſheweth, That the ſaid *J. W. ſenior R. F. D. B.* and *J. W. junior* being informed and underſtanding that the ſaid Deed or Deeds, Writing or Writings which ſhewed your Orators ſaid Father to be only Tenant in Tail or for Life as aforeſaid, had obſtructed, and would hinder and prevent the raiſing of 500 *l.* for the Portion of the ſaid *E.* they or ſome of them cancelled or cauſed to be cancelled, or have ſecreted and concealed the ſaid Deeds and Writings, and by ſuch indirect and ſiniſter means have advanced or borrowed 500 *l.* and upwards of one *J. G.* and have charged the Premiſſes therewith, and have paid the ſame,

or

or the greateſt part thereof to *J. W.* the younger or his uſe, without taking care for any proviſion to be made thereout for the ſaid *E.* your Orators Siſter. But now ſo it is, may it pleaſe your Lordſhip, That your Orator being lately attained to his full Age of 21 years, hath often in a friendly manner requeſted the ſaid *J. W. ſenior*, and *R. F. D. B.* and *J. W. junior* for to deliver to your Orator all the Writings, Deeds and Evidences belonging to the Premiſſes, the ſole Right to the Premiſſes, and the Writings thereunto appertaining, being veſted in your Orator; and alſo for to come to a juſt and Fair Account with your Orator for the Rents and Profits of the Premiſſes received by them as aforeſaid, but they combining and confederating with the ſaid *J. G.* the Mortgagee, who well knew and had notice before he lent his Mony, that your Orators ſaid Father was only Tenant in Tail or for Life, and with the Perſons hereafter named (and others whoſe names are at preſent unknown to your Orator, but when diſcovered your Orator prays the ſame may be inſerted, and they made Parties hereunto, with apt words to charge them) for to impoveriſh and ruin your Orator; they alſo flatly deny and refuſe to deliver to your Orator the ſaid Deeds, Evidences and Writings, or to account with him for the Profits of the Premiſſes ſo received by them, inſiſting upon the aforeſaid Decree and Report, and that the Account is fixed and ſetled thereby, and your

your Orator concluded, though he was an Infant, pending the whole Suit, and never intermedled in the ſaid Account, or any Matter relating to the ſaid Suit; but the whole Proceedings were managed and tranſacted by the ſaid Confederates, purpoſely and deſignedly for to abuſe and injure your Orator. Foraſmuch therefore as Matters of this nature do come properly before your Lordſhip for redreſs in this Honourable Court; and for that your Orators Witneſſes who could prove the foreſaid Matter, are either Dead or in Places remote beyond the Seas, ſo that your Orator cannot have the benefit of their Teſtimonies: To the end therefore that the ſaid *J. W. ſenior*, *R. F. D. B.* and *J. W. junior*, and other the Confederates upon their reſpective Corporal Oaths, may in their ſeveral Anſwers ſet forth whether they do not know, believe or have heard that the ſaid *J. H.* your Orators Father was Tenant in Tail or for Life only of the Premiſſes, at or before, or how long before the time of the Executing the aforeſaid Leaſe to the ſaid Truſtees, and when and how he came to be otherwiſe, and whether ſeveral Perſons, and who by name did not refuſe to lend any Mony upon the Premiſſes by reaſon that it did ſo appear to them, or they had reaſon to believe ſo by or from the Deeds or Writings then produced or ſhewn to them, or for ſome other, and what reaſon, and what is become of the ſaid Deeds and Writings ſo ſhewn to them as aforeſaid; and may likewiſe Anſwer what

what Mony they or either of them have raiſed or borrowed upon the ſecurity of the Premiſſes, and of whom, and how the ſame hath been applied or diſpoſed, and what ſecurity is given for the ſame, and may ſet forth the ſubſtance and contents of the aforeſaid Leaſe made by your Orators Father, and may declare what Deeds or Writings, they or either of them, or any other Perſon or Perſons to their knowledge or belief, and who by Name have, or ever had in their Poſſeſſion, Cuſtody or Power, and when they had the ſame, and what is become thereof, and may ſet forth the whole ſubſtance and dates thereof, and the Witneſſes Names thereto: And that the ſaid *D. B.* and *R. F.* may particularly ſet forth the Conſideration of the ſaid Aſſignment made by *B.* to *F.* why and wherefore the ſame was made, and how much Mony was received or paid by, or to either of them, and from whom for that Cauſe, or upon that Account, and whether the ſaid *J. F.* was not then indigent and inſolvent, and known by the ſaid *B.* to be ſo: And that all the Confederates may particularly anſwer the Premiſſes; and your Orator have the poſſeſſion of the Premiſſes, and all the Deeds and Writings relating thereto, delivered to him; and the Confederates come to an account for the Profits of the Premiſſes, and your Orator relieved according to Equity, &c. Pray Proceſs of Subpœna.

An

An Infant by his Prochein Amy *Exhibits a Bill againſt his Fathers Truſtees, to account and diſcover his Title to his Lands, to have ſecurity for the true performance of their Truſt as the Court ſhall direct, or to have the Truſt transferred.* Vide *Title Pleas and Anſwers, Sect.* 1.

2. HUmbly, *&c.* ſheweth, *&c.* your Orator *W. H.* an Infant, under the Age of 21 years, that is to ſay, of the Age of 19 years and upwards, by *T. C.* of, *&c.* his next Friend and Guardian, That whereas *J. H.* your Orators Father deceaſed, was in his Life-time ſeiſed in his Demeſn as of Fee, of, and in divers Lands, Tenements and Hereditaments ſcituate, *&c.* of the value, *&c. per Annum:* And being ſo ſeiſed, Leaſed the ſame, or a great part thereof unto *J. W.* the elder, *D. B.* and one *W. C.* deceaſed, for a long term of years in truſt, for raiſing 200 *l.* apiece for *E.* and *H.* his younger Children, payable unto them at their reſpective Ages of 21 years or Marriage, and Intereſt for their maintenance until their Portions ſhould become payable: That ſoon after the ſaid *J.* departed this Life, and left *R.* your Orators eldeſt Brother his Son and Heir, who alſo departed this Life about four years ſince, leaving your Orator his next Brother, and Heir as well to him as the ſaid *J.* his Father; but after the Death of

of the ſaid *J.* during the Life of the ſaid *R.* and ſome time ſince his Death, the ſaid *D. B.* did act in the ſaid Truſt, and afterwards aſſigned his intereſt in the ſaid Lands and Premiſſes unto one *R. F.* in truſt as aforeſaid. But your Orator further ſheweth to your Lordſhip, That the ſaid *J. H.* in his Life-time, and before the making of the ſaid Leaſe, did upon good Conſiderations Seal, and as his Act and Deed, deliver a certain Deed, either Poll or Indented, whereby he ſetled all the ſaid Lands, Tenements or Hereditaments upon ſome Perſon or Perſons therein named, to the uſe of your Orator and his Heirs in General or Special Tail, or to ſome other uſe or uſes, whereby your Orator is intituled thereunto, had your Orator the ſame to produce, the ſame being in the Hands or Cuſtody of the ſaid *R. F.* or in the Hands or Cuſtody of ſome other Perſon or Perſons by his delivery, knowledge or privity. And now ſo it is, may it pleaſe your Lordſhip, That the ſaid *R. F.* and *J. W.* under colour of the Truſt by the ſaid Indenture of Leaſe and Aſſignment thereof created, or by ſome other ways or means, either as Truſtees or pretended Guardians to your Orator, in the Month of *February*, which was in the Year of our Lord 1686. entred upon all the ſaid Lands, Tenements and Hereditaments, and then procured an Order out of this Honourable Court to ſtop all the Rents of the ſaid Premiſſes which ſhould be due at *Lady day* then next following in the Tenants

nants hands; which Rents and all accrewing Rents thereof, they the ſaid *R. F.* and *J. W.* or one of them have had, taken and received, being for three years and an half compleat at *Lady day* next, which was in the Year of our Lord 1686. being ſeveral ſums for divers of the Tenements, which they the ſaid *F.* and *W.* have ſince received and converted to their or one of their own uſes: And the ſaid *F.* upon pretence of ſome Report made by Sir *Lacon William Child*, claims to have allowed him 40 *l. per Annum* for the maintenance of your Orator, though your Orator is an Apprentice, and hath not received of him, nor hath he expended on your Orator in Cloaths or otherwiſe ſince he entred on the ſaid Truſt, more than 50 or 60 *l.* in the whole, and Boarded your Orators Brother in *Worceſterſhire* at the rate of 7 *l. per Annum*: And after your Orator deſired from the ſaid *F.* a fair Account of what he had received out of the ſaid Lands and Premiſſes, and what he had disburſed he hath ſince refuſed to allow your Orator Cloaths and Neceſſaries, and pretends your Orator is ſtill in his Debt, but at the ſame time refuſeth to give your Orator any Copy of his Accounts, but put your Orator to a great Charge in procuring the ſame from a Maſter in *Chancery*, before whom only he pretends he is to account; which when your Orator had obtained, the ſame appeared very unjuſt and unreaſonable, many ſums of Mony being charged therein paid, which were not; beſides he pretends he hath

hath taken Journeys three or four times in a year from his Houſe in *London* to the Lands in *Worceſterſhire*, on purpoſe to receive the Rents, and keeps Horſes at your Orators charges for the ſame purpoſe; ſo that his Expences, Riding-charges and Pains amounts to half the Rents if not more, although the Defendant *W.* who is the other Truſtee, hath his reſidence within fourteen miles of the place where the Lands are. And moreover, the ſaid *D. B.* before he aſſigned his Truſt, had procured 500 *l.* at intereſt of one Mr. *B.* ready to be paid your Orators ſaid Siſter *E.* for her Portion, which became due to her, ſhe being then married to the ſaid *J. W.* one of the Truſtees Sons, which *F.* and *J. VV.* refuſed to take of the ſaid *B.* though ſhe offered the ſame unto them, and put your Orator to above 100 *l.* charge extraordinary to procure the ſaid 500 *l.* of another Perſon, as will appear on the ſaid *F.* his Accounts, ſhe the ſaid Mrs. *B.* being willing to accept of Security upon the Truſt-Lands, without any Decree of this Court, which was very unneceſſarily afterwards by the ſaid *VV.* and *F.* procured, by which means your Orator and his Eſtate are likely to be further in Debt, to your Orators manifeſt ruin; he the ſaid *F.* for the moſt part receiving the whole Rents, and being very poor and inſolvent, ſpends and converts them to his own uſe; and confederates with the ſaid *J. VV.* and other Perſons unknown to your Orator, who when diſco-

diſcovered your Orator prays may be made Parties to this Bill, with apt words to charge them, conceal the ſaid Deeds of ſettlement ſo made by your Orators Father, which intituleth your Orator to the Fee of the Premiſſes as aforeſaid, and refuſe to deliver the ſame to your Orator, or to his uſe. All which actings and doings of the ſaid *F.* and *VV.* but eſpecially of *F.* are contrary to all Equity and good Conſcience. In tender conſideration whereof, and foraſmuch as your Orator cannot diſcover the truth of the Premiſſes, but by the Oath of the ſaid Confederates, neither can ſet forth the Contents of the Deeds of Settlement, or diſcover where the ſame are, nor make ſuch proof of what Monies they, or either of them have received out of your Orators Eſtate, your Orators Witneſſes who ſhould prove, *&c.* To the end therefore that the ſaid *F.* and *VV.* may upon their Oaths, *&c.* and may deliver up to your Orator as well the ſaid Deeds of Settlement, as all other Writings which concern your Orators Eſtate, and come to a fair and juſt Account for all their receipts and diſburſements concerning the Premiſſes, and make proof thereof. And that your Orators Eſtate may not hereafter be ſpent and waſted in Journeys, nor come into the hands of inſolvent Perſons: And that the ſaid *VV. F.* but eſpecially *F.* ſhall give ſuch Security as this Honourable Court ſhall direct for their juſt performance of their Truſts, or immediately aſſign over their

their Intereſt to two ſuch as your Orator ſhall nominate; and that in the mean time the accrewing Rents may remain in the Tenants hands, or otherwiſe be paid as your Lordſhip ſhall think meet, *&c.* Pray Proceſs of Subpœna.

R J. W.

J. W. *Teſtator, having ſetled his Eſtate on five of his younger Children, and given an Additional Legacy to his Daughter* E. *(after Marriage with* N. M.*) makes the Complainant* T. W. *and* P. W. *his eldeſt Son Executors, and* S. R. *and two others deceaſed, Overſeers; with directions in his Will for his Executors to paſs their Accounts twice a year to the Overſeers. Afterwards* P. W. *the Son, (the only acting Executor) dies, and ſettles his Eſtate by Will on his Brother* J. *and Siſters, and makes the Complainant and* T. W. *(Joint-Executors with him to his Father) together with his Brother in law* N. M. *his Executors. And the ſaid* N. M. *and* T. W. *and* S. R. *(the Fathers ſurviving Overſeer) and* J. *and* L. *the Infants by* W. W. *their Guardian Exhibiting their Bill againſt the now Complainant, to bring him to an Account for both the Eſtates of Father and Son: The now Complainant Exhibits his Croſs-Bill againſt them to bring the Executors and Overſeers to an Account, and to have his Accounts or Copies of them that were paſſed to* R. S. *as Overſeer, and of their ſeveral actings in the Premiſſes.*

3. HUmbly, *&c.* ſheweth, *&c.* your Orator *S. V.* Citizen and Goldſmith of *London*, That *J. W.* late of *London*, *&c.* was in his Life-time ſeiſed and poſſeſſed of a very great Eſtate, both Real and Perſonal,

ſonal, to the value of, *&c.* and being ſo ſeiſed and poſſeſſed, did about the 30*th* day of *September* 1668. make his laſt Will and Teſtament in writing, and thereby deviſe and bequeath unto five of his Children, *viz. P. J. J. L.* and *K.* ſeveral Legacies and Bequeſts, and alſo to his Daughter *E. M.* Wife of *N. M.* Citizen, *&c.* 120*l.* having given her before, a Portion of 500*l.* in Marriage with the ſaid *N. M.* and did alſo by the ſaid Will appoint, that whereas he was poſſeſſed of ſeveral Houſes in *Gutter Lane, London*, by Leaſe, which was burnt down in the general and dreadful Fire which hapned in the City of *London*, that his Executors therein after named ſhould rebuild the ſame, and the Profits thereby afterwards ariſing, to be equally divided to and amongſt his ſaid five Children, and the Survivors of then ſhare and ſhare alike: And did further direct that whereas he had 1100*l.* in the *Eaſt India Company*, that the ſame ſhould not be taken out by his Executors for ten years after his deceaſe: And further in and by the ſaid Will he did deſire that his Executors ſhould twice yearly meet with his Overſeers in the ſaid Will named, and make, give up and perfect a plain and full Account and Manifeſtation in Writing unto, and with his ſaid Overſeers of, for, and concerning all ſuch Monies, Debts, Payments, Receipts, Disburſments, and all other things touching his ſaid Eſtate, or any way concerning or relating to the Execution of his Will, fit and

needful to be inſerted therein: A Copy of every which Account and Manifeſtation to be fairly writ and ſubſcribed by his ſaid Executors, and delivered to his Overſeers, to the end that all other Perſons to whom his Executors ought or ſhould be liable to render and give any Account, might receive and have a plenary ſatisfaction of his ſaid Executors proceedings in and about the performance of his Will, not doubting of their care and fidelity therein. And the ſaid *J. W.* in and by the ſaid Will, did order and appoint, and it was his Will, that his Executors therein mamed, ſhould with the adviſe and approbation of his Overſeers, or the Survivor or Survivors of them, lend to ſome good Company, Guild or Fraternity in *London*, or lay out in buying of Leaſes for Years, or upon Mortgages, or to able Perſons upon Bond, his ſaid Childrens Portions for the bettering of the ſame, and maintaining and educating his ſaid Children, wherein he deſired their utmoſt care; and that in the ordering and diſpoſing his ſaid Childrens Portions as aforeſaid, if any loſs ſhould happen to the ſame, ſuch loſs ſhould be born by his Children, and no part by his Executors: And of the ſaid Will the ſaid *J. VV.* did make your Orator and one *T. VV.* Citizen and Draper of *London*, and his Son *P. VV.* Executors, and *S. R. T. M.* and *P. D.* Overſeers, as by the ſaid laſt Will of the ſaid *J. VV.* had your Orator the ſame to produce, more fully would appear.

pear. And afterwards about the Month of *November* 1688. the ſaid *J. VV.* died poſſeſſed of a great Perſonal Eſtate, conſiſting in ready Mony, and Monies out upon Securities. And your Orator further ſheweth unto your Lordſhip, That afterwards your Orator and the ſaid *T. VV.* and *P. VV.* proved the ſaid Will, but your Orator never poſſeſſed himſelf of any of the Perſonal Eſtate of the ſaid *J. VV.* other than the Leaſes of the Houſes in *Gutter Lane* which he rebuilt, and received the Rents, Iſſues and Profits of the ſame, great part of which he expended about the maintaining and educating the Children of the ſaid Teſtator, and other part thereof in Building and Repairing the ſaid Houſes, and other Monies paid to the ſaid *P.* to be imployed to the management of the ſaid Eſtate. And your Orator did not further Act in the ſaid Executorſhip than as aforeſaid. And your Orator further ſheweth unto your Lordſhip, That the ſaid *P.* at his ſaid Fathers death, being about ſeventeen years old, and of ſufficient diſcretion to manage the ſaid Eſtate to the beſt advantage, your Orator with the ſaid other Executor Mr. *VV.* was content, and were both very willing that the ſaid *P.* ſhould be the Principal Acting Executor of the ſaid Will, to the intent he might be the better inſtructed in the management of the ſaid Eſtate, and make the beſt improvement thereof for the benefit of himſelf and his other Brothers and Siſters, which ſo

nearly concerned him: And this they did the rather, for that they looked on the ſaid *P.* to be very careful and truſty, and it might be as well an eaſe to them, as alſo a good imployment for the ſaid *P.* who had little or no other imployment; and beſides your Orator being very aged and infirm, was unable and unwilling to meddle in the ſaid Executorſhip, nor did he meddle therein other than as aforeſaid, by means whereof the ſaid *P.* did altogether act in the ſaid Executorſhip, by receiving and paying all ſums of Mony that any ways concerned or related to the ſaid Executorſhip, ſave only the ſaid Houſes in *Gutter Lane*; which by reaſon of the nearneſs thereof to your Orators Habitation, who lived, and ſtill lives in one of them, was willing to undertake the management of them as aforeſaid. And your Orator further ſheweth unto your Lordſhip, That according to the directions of the ſaid Will, he did ſeveral times make up his Accounts in Writing, and deliver them to the Overſeers of the ſaid Will: All which Accounts ſo delivered in by your Orator as aforeſaid, were true and juſt Accounts of all the Actings and dealings, and of all the Receipts and Payments about, or in relation to the Perſonal and other Eſtate of the ſaid *J. VV.* as by the ſaid Accounts, had your Orator the ſame to produce, more fully would appear, the laſt of which Accounts ended the 8*th* of *March* 1672. which Accounts are in the hands of the ſaid *S. R.* the ſurviving Overſeer

ſeer of the ſaid Will, the other two Overſeers being ſince dead, or in the hands of ſome other in truſt for him, and where he may have acceſs to the ſame: And your Orator can give no other Account of thoſe ſums, or the ſame again, unleſs he had thoſe Accounts, or true Copies thereof. And your Orator ſheweth, That the ſaid *P.* about the Year of our Lord 1675. made his laſt Will and Teſtament in Writing, and thereby did deviſe his Real Eſtate near *G.* in *Middleſex* to his Brother *J. VV.* and the Heirs of his Body, Remainder to his Siſter *L.* and the Heirs of her Body, Reverſion to *N. M.* and his Heirs for ever: And did alſo thereby give unto *C. M.* Son of the ſaid *N. M.* 200 *l.* (and to ſeveral Perſons ſeveral other Legacies) and the reſt and reſidue of his Eſtate unto his Brother and Siſter *J.* and *L.* And of the ſaid Will made your Orator, the ſaid *T. VV.* and *N. M.* Executors, and ſoon after died poſſeſſed of a very conſiderable Eſtate both Real and Perſonal, to a very great value, as in and by the ſaid Will, had your Orator the ſame to produce, more at large appeareth. And after the ſaid *P. VV.* his death, your Orator joined with the ſaid *T. VV.* and *N. M.* in the probate of the ſaid Will in the Prerogative Court, but never intermedled more in the ſaid Executorſhip, or with the Eſtate of the ſaid *P. VV.* but the ſame hath been wholly managed by the ſaid *N. M.* who hath ever ſince *P*'s death received and paid all ſums, and done all other Acts

relating to the ſaid *P. VV*'s Eſtate, and likewiſe to the ſaid *J. VV*'s Eſtate, whereby he hath gotten into his hands great ſums of Mony, and other Goods and Chattels of a great value. But ſo it is, may it pleaſe your Lordſhip, That the ſaid *N. M.* and *T. VV.* combining with the ſaid *S. R. J. VV.* and *L. VV.* Children of *J.* deceaſed, and *VV. VV.* Doctor in Phyſick, and having by cunning inſinuations wheedled the ſaid *J.* and *L.* to believe that great part of the Eſtate of *J. VV.* and *P. VV.* is in the hands of your Orator, albeit they well know the contrary, and that upon a fair account the ſaid Eſtates will be much indebted to your Orator, beſides ſeveral ſums not mentioned in ſuch Accounts lent by your Orator unto the ſaid *P.* which your Orator hopes he may retain in his hands, or be reimburſed the ſame by the ſaid *N. M.* who hath got all the Eſtate of the ſaid *P.* into his hands, they the ſaid *N. M.* and *T. VV.* have either cauſed or procured the ſaid *J. VV.* the Son and *L. VV.* (who are Infants) by the ſaid Doctor *VVarner*, their next Friend, to Exhibit a Bill in this Honourable Court againſt your Orator, or elſe to manage the Suit in the ſaid Doctor *VVarners* name as Guardian for the Infants, againſt your ſaid Orator to call him to an Account for his tranſactions in the ſaid Eſtate, thereby intending to charge your Orator with the whole Eſtates of the ſaid *J. VV.* and *P. VV.* although they well know, and ſo the truth is, that your Orator never intermedled with

with any part thereof, ſave only the ſaid Eſtate in *Gutter Lane*. And the better to colour ſuch their pretences, have likewiſe conſented and procured themſelves to be made Parties to the ſaid Suit; and that there may be little or no proſecution at all againſt them the ſaid *M.* and *VV.* therein, or if any, the ſame is only for form ſake, and the charges thereof deſigned to be laid upon the ſaid *J.* and *L. VV.* and the ſame Suit was wholly proſecuted by the contrivance of the ſaid *VV.* and *M.* or one of them, on purpoſe to take off the burthen that lay upon them to account for their tranſactions in the ſaid ſeveral Eſtates, by charging your Orator, notwithſtanding the ſaid *P. VV.* was the only acting Executor, and the only Perſon that uſed to receive and pay any Monies, or act any other Buſineſs concerning the ſaid Eſtate of his ſaid Father: And that the ſaid *N. M.* hath been the like acting Executor in *Peters* Eſtate, who as Executor is chargeable with the Acts and Defaults of *P.* in and about the management of his Fathers Eſtate: And your Orator abating the Receit of *Gutter Lane* Rents, never acting in the management of either of the ſaid Eſtates, unleſs the ſame were by implicite conſent to confirm the Actions of the ſaid *P.* And alſo by the ſaid Bill deſign to charge your Orator ſolely, for all the Joint-Actions of the ſaid *P. W.* and *T. W.* with your Orator, touching the ſaid *J. W.* his Eſtate, who if any Joint-neglect were, ought to be equally contributary to the

the ſame. And likewiſe by the ſaid Bill they charge your Orator to give an Account of all the Receipts and Diſburſments by him in the ſaid Eſtates, for which he accounted to the ſaid Overſeers, well knowing that he cannot poſſibly make any Account of ſuch his Receipts and Diſburſements without ſight of ſuch his Accounts, or true Copies thereof, in regard he hath no Copies of his own as aforeſaid; and the ſaid Accounts by the Combinations aforeſaid, are detained and concealed from your Orator, who hath no means to diſcover the ſaid Accounts, or to have Copies thereof, or to defend himſelf againſt the ſaid unjuſt proceedings of the ſaid Confederates, or to be relieved in the Premiſſes, but by the aid and aſſiſtance of this Honourable Court. To the end therefore that your Orator may be the better enabled to make ſuch Accounts as ſhall be required from your Orator, he humbly prays that the ſaid Confederates may ſet forth the ſaid Accounts ſo delivered in by your Orator as aforeſaid, unto the ſaid Overſeers: And that ſuch of them as ſhall be diſcovered to have the ſame, or in the Cuſtody of any other, to their or any of their uſe, may upon Oath deliver to your Orator true and Authentick Copies thereof. And alſo that they the ſaid Confederates may ſeverally ſet forth whether the ſaid *P.* was not the chief Acting Executor of the ſaid Teſtator *J. W.* and whether your Orator, to their, or any of their knowledges, ever acted any thing touching the

the ſaid Eſtate, without the preſence or conſent of the ſaid *P. W.* (ſave only about the Eſtate in *Gutter Lane*) and whether ſuch Actings of your Orator were not only to confirm what *P.* had deſigned; and if otherwiſe, that then they the ſaid Confederates may particularize, ſo that your Orator may not be chargeable with other mens Actions: And that they the ſaid Confederates may alſo ſet forth whether the ſaid *N. M.* hath not been the only Perſon that hath managed the ſaid *P*'s Eſtate as Executor, or who hath been ſo, or whether your Orator hath any wiſe intermedled therein, otherwiſe than by joining in the Probate of the ſaid *P. W*'s Will with them the ſaid *W.* and *M.* And alſo that all the Confederates may true Anſwer make to all and ſingular the Premiſſes, and your Orator be relieved according to Equity and good Conſcience. May it pleaſe, *&c.*

A Bill

A Bill brought againſt an Executor to diſcover the Teſtators Perſonal Eſtate.

4. HUmbly, *&c.* ſheweth, *&c.* your Orator *R. H.* of *London*, Merchant, That your Orator having been bred up a Merchant, and for ſeveral years laſt paſt following the Trade of a Merchant within the City of *London*, and other places within the Kingdom of *England*, and other parts beyond the Seas, and ſelling divers Wares, Goods and Merchandizes to ſeveral Perſons, did at ſeveral times ſell and deliver unto one *T. W.* late of *London* Grocer, ſeveral Hogſheads of Tobacco and Sugar, amounting to a very conſiderable ſum of Mony, and the ſaid *T. W.* coming to an Account with your Orator touching the ſame about the Month of *January*, which was in the Year of our Lord 1690. it was then found, and did appear, that the ſaid *T. W.* was indebted unto your Orator in the ſum of 275 *l.* 9 *s.* 4 *d.* as appears by the Account ſo ſtated as aforeſaid. And your Orator further ſheweth, That ſhortly after the ſtating and ſettling the ſaid Account, the ſaid *T. W.* died poſſeſſed of, intereſſed in, and intituled unto a very great and conſiderable Perſonal Eſtate, conſiſting in Leaſes of Houſes, Mortgages, ready Mony, Plate, Jewels, Houſholdſtuff, Wares and Merchandizes, Debts due upon Bonds, Bills or other Spe-

cialties, and upon Notes, Promiſes, Accounts, or otherwiſe, for Shop-goods, Wares and Merchandizes, and other Goods and Chattels of a very conſiderable value, ſufficient to ſatisfie and pay all his juſt Debts with a great overplus, which at the death of the ſaid *T. W.* were in his own poſſeſſion, or in the poſſeſſion of ſome other Perſon or Perſons in Truſt for him. And your Orator further ſheweth, That the ſaid *T. W.* being ſo poſſeſſed as aforeſaid, on or about the tenth day of *March*, in the ſaid Year of our Lord 1690: made his laſt Will and Teſtament in Writing, and thereof made *J. W.* his Son ſole Executor thereof, and ſhortly after died; after whoſe death the ſaid *J. W.* proved the ſaid Will, and took upon him the Execution thereof, and continued his Fathers Trade of a Grocer, and poſſeſſed himſelf of all his ſaid Fathers Eſtate and Trade, conſiſting as aboveſaid, which was very conſiderable, and more than ſufficient to ſatisfie his Fathers Debts; and before any account was taken of the Goods, Wares and Merchandizes, whereof the ſaid *T. W.* his Father was poſſeſſed at the time of his Death, did continually vend and ſell the Shop-goods, Wares and Merchandizes for the ſpace of three Months, or ſome other time, which your Orator taking notice of, the ſaid *J. W.* told your Orator, that his ſelling the Goods ſhould be no prejudice to him, or to any other of his Fathers Creditors, for that there were enough to pay all the Debts of

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the ſaid *J. W.* his Father, with an overplus to himſelf, and promiſed to pay your Orator the ſaid ſum of 275 *l.* 9 *s.* 4 *d.* due to your Orator as aforeſaid, upon the ſaid ſtated Account, in a very ſhort time, in caſe your Orator would forbear Suing and Proſecuting him at Law for the ſame. But now ſo it is may it pleaſe your Lordſhip, That when your Orator repaired unto the ſaid *J. W.* and expected to have received the ſaid Debt, ſo due unto your Orator as aforeſaid, the ſaid *J. W.* inſtead of paying him the ſame or any parcel thereof, pretended that he had found out and diſcovered ſeveral Debts due upon Judgments, Bonds, Bills and other Specialties, which would amount unto a greater ſum than the Eſtate of the ſaid *T. W.* his Father would ſatisfie and pay, and that there would not be any thing remaining of his Fathers Eſtate, ſufficient to pay your Orators Debt, being only due to him in manner as aforeſaid; whereupon your Orator deſired that he would give an Account and Particulars of the Eſtate, and what was owing upon it, which he from time to time refuſed and delaid to do, putting off your Orator with excuſes and frivolous pretences. And the better to conceal his Fathers Eſtate, he hath neglected to exhibit into the Spiritual Court a true Inventory of the Goods and Chattels, and other Perſonal Eſtate of the ſaid *T. W.* or if any Inventory is exhibited by him the ſaid *J. W.* of the Particulars whereof the Eſtate conſiſted,

ſiſted, or which are come to his hands, or to the hands of any other Perſon or Perſons in Truſt for him, by his Conſent, Delivery, Knowledge or Privity, ſome of the Particulars of the ſaid Eſtate are omitted, and the values of them, in ſuch Inventory mentioned, are rated under the real worth and true values thereof: And the ſaid *J.VV.* pretends and gives out in ſpeeches, that he will plead *Plene Adminiſtravit* to any Action your Orator ſhall bring at Common Law for the recovery of your Orators juſt Debt as aforeſaid, well knowing, that by the alteration of his Fathers Eſtate, and the clandeſtine Actions of the ſaid *J. VV.* your Orator cannot prove the Premiſſes in ſo exact and ſtrict a manner as is required by the Common Law of this Kingdom. All which actings and doings of the ſaid *J. VV.* are contrary to all Equity and good Conſcience; In tender conſideration whereof, and foraſmuch as your Orator is by reaſon of the fraudulent and clandeſtine Practices of the ſaid *J. VV.* remedileſs in the Premiſſes, unleſs by the aid and aſſiſtance of this Honourable Court your Orator may have a particular diſcovery thereof by the Oath of the ſaid *J. W.* who well knows, and is ſatiſfied in his Conſcience of the truth of all and ſingular the Premiſſes before herein ſet forth, who when called to anſwer the ſame upon his Corporal Oath, your Orator well hopes will diſcover the ſame. To the end therefore that he may ſo do, and in particular ſet forth a true and perfect

perfect Inventory of all and ſingular the Goods and Chattels, Rights and Credits of the ſaid *T. W.* his deceaſed Father, which he was poſſeſſed of, intereſſed in, and intituled unto at the time of his death, and the particulars thereof, and whereof the ſame did conſiſt, and alſo what Debts were owing by him, and how, and which of them are paid, and by whom; and may alſo ſet forth when, and how long after the death of the ſaid *T. W.* his Father, any Account, and what Account was taken of the Shop-Goods, Wares and Merchandizes, and what quantities thereof were ſold, and how much Mony was received, and by whom, for him, before ſuch Account was taken; and whether he did not inform your Orator that the Eſtate was ſufficient to pay all his Fathers Debts with an overplus; and whether he did not promiſe to pay your Orator the ſaid Debt in a very ſhort time, in caſe your Orator would not ſue him for the ſame, and the True Cauſe and Reaſon why his Fathers Eſtate falls ſhort of paying and ſatisfying his Debts, and diſcover what he doth know, hath heard or been informed touching the ſame, with the ſeveral circumſtances thereof, as if the ſame were again repeated, and in the Prayer of this Bill particularly interrogated. May it pleaſe, *&c.*

A Bill

A Bill brought by the Mortgagee againſt the Mortgager, to diſcover Incumbrances.

5. HUmbly, *&c.* ſheweth, *&c.* your Orator *W. B.* of *M.* in the County of *W.* Gentleman, That whereas *E. B.* of the ſame Town and County, Gentleman, having great occaſion for the ſum of 300 *l.* did about the beginning of the Month of *April* laſt apply himſelf to your Orator, being intimately acquainted with him, and did earneſtly importune and intreat your Orator to accomodate him with, and lend him the ſaid ſum of 300 *l.* propoſing and offering to your Orator Good Security in Land for the ſame, if he would lend him the ſaid ſum for one whole year after the rate of 6 *l. per Cent.* affirming to your Orator, that he was then ſeiſed of a good, perfect and indefeaſible Eſtate in Fee-ſimple to him and his Heirs for ever, of a Tenement or Farm, with the Appurtenances called *White-Hill Farm* in the ſaid County of *W.* of the yearly value of 60 *l.* or thereabouts, and that he would convey and aſſure the ſame to your Orator and his Heirs for the repayment of the ſaid 300 *l.* with the Intereſt thereof. And the ſaid *E. B.* did likewiſe then affirm to your Orator, that the ſaid Farm or Tenement, ſo to be conveyed and aſſured to your Orator as aforeſaid, would be a good ſecurity for the re-

payment of the ſaid 300 *l.* with the Intereſt thereof, and that the ſame was free from all Incumbrances by him the ſaid *E. B.* or any of his Anceſtors had, made, done, committed or ſuffered. And your Orator further ſheweth, That he your ſaid Orator relying on the honeſty and Integrity of the ſaid *E. B.* and believing the ſaid Farm and Tenement to be free from all Incumbrances, and a good and ſufficient Security, was prevailed upon, and did lend unto the ſaid *E. B.* the ſaid ſum of 300 *l.* of Lawful Mony of *England*. And your Orator likewiſe ſheweth, That according to his agreement for ſecuring the repayment of the ſame, the ſaid *E. B.* did by his Deed Indented, bearing date on or about the twentieth day of the ſaid Month of *April* Convey and Aſſure unto your Orator and his Heirs the aforeſaid Farm or Tenement, with its Appurtenances, in the ſaid County of *W.* under a Proviſo and Condition, nevertheleſs in the ſaid Deed Indented, contained. That if the ſaid *E. B.* his Heirs, Executors, Adminiſtrators or Aſſigns ſhould truly pay or cauſe to be paid unto the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns the ſum of 300*l.* of Lawful Mony of *England* with Lawful Intereſt, at, or upon the twentieth day of *April* next enſuing the date of the ſaid Indented Deed; That then, and from thenceforth the ſaid Conveyance and Aſſurance of the ſaid Farm and Premiſſes, with the Appurtenances, and all and every the Co-

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venants therein contained, ſhould be utterly void and of none effect, as if the ſame had never been had or made, as in and by the ſaid Deed Indented, ready to be produced to this Honourable Court, and to which for more certainty your Orator referreth himſelf, it doth, and may more fully and at large appear. But ſo it is, may it pleaſe your Lordſhip, that ſince ſuch Conveyance and Aſſurance ſo made thereof as aforeſaid, to your Orator and his Heirs of the Farm or Tenement, with the Appurtenances, your Orator hath heard and been informed, that the ſaid *E. B.* hath made divers, and ſundry, and ſecret Eſtates of the ſaid Farm and Tenement, with the appurtenances, or ſome parts thereof to Perſons unknown to your Orator, and hath entred into divers Statutes and Recognizances, or ſome other Cauſe or Thing whereto the ſaid Farm and Premiſſes, ſo Aſſured to your Orator and his Heirs as aforeſaid, is, and are liable, ſo that by ſuch ſecret, fraudulent and clandeſtine Conveyances, Actings and Doings of the ſaid *E. B.* your Orators Conveyance and Aſſurance ſo made to him of the Farm or Tenement and Premiſſes, may in a ſhort time be of no force and effect if the ſame be not ſpeedily redreſſed by the Aid and Aſſiſtance of this Honourable Court according to Equity. In tender conſideration whereof, and foraſmuch as your Orator well hopes, and doubteth not but that the ſaid *E. B.* will upon his Corporal Oath ſet forth and diſ-

cover the truth of all and ſingular the Premiſſes: And particularly that he may ſet forth and diſcover whether the ſaid *E. B.* hath not incumbred by ſome ways or means the Tenement and Premiſſes ſo Conveyed to your Orator and his Heirs as aforeſaid, or any part thereof, and how, and in what manner, and to whom, and for what Conſideration; or whether *T. B.* his Father deceaſed, or any of his Anceſtors have any way incumbred the ſame or any part thereof, and how, and in what manner; and that the ſaid *E. B.* may anſwer all and ſingular the Premiſſes, as if the ſame were again repeated and interrogated, and your Orator be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience. May it pleaſe, *&c.*

A Bill

A Bill brought by an Heir at Law againſt a Mortgagee to diſcover his Title.

6. HUmbly, *&c.* ſheweth, *&c.* your Orator *H. B.* That *W. B.* deceaſed, your Orators late Father, was in his Life-time lawfully ſeiſed and poſſeſſed in his Demeſn as of Fee, of and in one Meſſuage or Tenement, with ſeveral Acres of Land, Meadow and Paſture thereunto belonging of the value of 30 *l. per Annum* or thereabouts in the Pariſh of *L.* in the County of *B.* which ſaid Tenement and Premiſſes did deſcend and come, as of right they ought, unto your ſaid Orator *H. B.* as Son and Heir of the ſaid *W. B.* (your Orator being then, and till now of late an Infant, under the Age of 21 years) But now ſo it is, may it pleaſe your Lordſhip, That *M. N.* of, *&c.* doth claim, and pretend to have ſome Title, Term, Eſtate, or Intereſt in the ſaid Tenements and Premiſſes, or ſome part thereof, by, or under ſome Leaſe or Grant made, as the ſaid *M. N.* pretends, by the ſaid *W. B.* your Orators Father in his life-time unto him the ſaid *M. N.* Whereas if any ſuch Leaſe, Grant or Eſtate was made by your ſaid Orators Father, the ſame was but a Mortgage for the ſecurity of ſome ſum or ſums of Mony: And all the Mony intended to be thereby ſecured, was long ſince paid and ſatisfied to the ſaid *M. N.* by his

perception of the Profits of the Premiſſes, who actually entred upon the ſame, and got poſſeſſion thereof during your Orators minority, and after his ſaid Fathers deceaſe by pretence and colour of ſome Conveyance or Aſſignment of the ſaid *W. B.* in his Right or in Truſt for him the ſaid *M. N.* or elſe that the ſaid Term of the Eſtate is now expired, or in caſe that the ſaid Term or Eſtate be yet in being, and that any part of the Mony intended to be thereby ſecured, be yet remaining unſatisfied, your Orator is willing to ſatisfie and pay the ſame, notwithſtanding which the ſaid *M. N.* doth detain and keep the ſame from your Orator, and refuſeth to diſcover his pretended Title and Intereſt in the Law to the ſaid Tenement and Premiſſes, or by what means he became poſſeſſed thereof. And your Orator further ſheweth, That the ſaid *M. N.* who during the minority of your Orator, entred upon the Premiſſes and got the poſſeſſion thereof as aforeſaid, hath made and raiſed great ſums of Mony out of the Rents, Iſſues and Profits of the Premiſſes, and refuſeth to give any account to your Orator for the ſame: And your Orator having no Counter-part of the ſaid Leaſe or Grant made by your Orators ſaid Father by the ſaid *M. N.* is ignorant of the Contents thereof, and knows not what Rent was thereupon reſerved, nor hath any means to recover ſuch Rents, or can tell when the ſaid pretended Eſtate was to begin or end; nor whether the ſame be expired or no,

no, nor what Mony was thereby ſecured to be paid, nor to whom, or when; neither doth he know to whom the Intereſt in Law in the ſaid Leaſe or Eſtate ſince came. And the ſaid *M. N.* pretends, and gives out in ſpeeches, that he will hold and keep the poſſeſſion of the Premiſſes as a forfeited Mortgage, and will take the full and ſtrict advantage thereof in Law, ſo that your Orator is altogether remedileſs in the Premiſſes, ſave only by the Aid of this Honourable Court, where Matters of this Nature are properly relievable and determinable: To the end therefore that the ſaid *M. N.* may upon his Corporal Oath ſet forth and diſcover what Eſtate and Title he hath and claims in, and to the ſaid Tenement and Premiſſes; and when the ſame was made, and to whom, and for what Term, and under what Rent, and under what Proviſoes, Conditions and Limitations, and what Monies, if any, were intended to be thereby ſecured, and to whom, and when he entred upon the Premiſſes, and what he hath, had, made and received by the Rents, Iſſues and Profits thereof, or otherwiſe, towards ſatisfaction and payment of his Debt ſecured by the Premiſſes, if any ſuch Debt or Security was, and may account with your Orator concerning the ſame: And that he may produce his Original Leaſe into this Honourable Court, and that your Orator may have a true Copy thereof; and that in caſe the ſame ſhall appear to be ſatisfied, (or otherwiſe if any Mony ſhall be due

upon the ſame) that upon your Orators payment of what ſhall appear to remain unſatisfied, he may ſurrender his ſaid Leaſe, Mortgage or Eſtate, or otherwiſe Aſſign, Reconvey and diſpoſe thereof as to your Lordſhip ſhall ſeem meet and convenient: And that he may not be allowed to take any advantage of the forfeiture of the Mortgage (if any ſuch there be) and that your Orator may be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience. May it pleaſe your Lordſhip to grant unto your Orator their Majeſties moſt Gracious Writ of Subpœna, iſſuing out of this Honourable Court, to be directed to the ſaid *M. N.* thereby commanding him at a certain Day, and under a certain Pain therein to be limited, Perſonally to be and appear before your Lordſhip in their Majeſties High and Honourable Court of *Chancery*, then, and there upon his corporal Oath, true and perfect Anſwer to make to all and ſingular the Premiſſes, and further, to ſtand to and abide ſuch Order, Direction and Decree in the Premiſſes as to your Lordſhip ſhall ſeem meet. And your Orator, *&c.*

A Certiorari Bill.

A Bill Exhibited in the High Court of Chancery, praying a Writ of Certiorari *to be granted to the Complainant, to Certifie and Remove the Records of a Bill, with all the Proceedings thereupon, from the Mayors Court in* London.

1. HUmbly, *&c.* ſheweth, *&c.* your daily Orator *T. M.* and *J. N.* of the City of *London*, Merchants, That whereas *W. H.* and *T. W.* of *London*, &c. did heretofore, that is to ſay, the 14*th* day of *February* laſt, Exhibit their Bill of Complaint in Equity againſt your Orators, to the Right Honourable Sir *T. B.* Knight, Lord Mayor of the City of *London*, and to his Right Worſhipful Brethren the Aldermen of the ſame City, thereby ſetting forth, That whereas they the ſaid *W. H.* and *T. W.* and one *T. W.* then deceaſed about *Michaelmas* then laſt paſt was twelve Months, having occaſion for a conſiderable parcel of *Ruſſia* Pot-aſhes, and being informed by your ſaid Orators, that they your ſaid Orators had a very conſiderable parcel of *Ruſſia* Pot-aſhes to vend and to diſpoſe of, the ſaid *H.* and *W.* at the inſtance of your ſaid Orators, did together with the ſaid *T. W.* repair to the Warehouſe where the ſaid Aſhes lay, and viewed the ſame: And thereupon, it was about

about the time aforeſaid, agreed between your ſaid Orators and the ſaid *H.* and *W.* and *W.* that the ſaid *H. W.* and *W.* ſhould have forty four Fats or thereabout of the ſaid Pot-aſhes, each Fat containing thirteen hundred pounds weight or thereabouts, at the rate and price of 37 *s per* hundred weight; and the ſaid *W. H.* and *W.* were to pay for the ſame Pot-aſhes at the Scale, as they had occaſion to take them away, or to the like effect, and in purſuance of ſuch Agreement, your Orators did deliver to the ſaid *H. W.* and *W.* at ſeveral times before *Lady Day* 1665. nineteen of the ſaid forty four Fats of Pot-aſhes, which they paid at the Scale according to the ſaid Agreement, and about *Lady Day* 1665. the ſaid *H. W.* and *W.* repaired to your Orators and deſired them to permit the remaining twenty five Fats of Pot-aſhes to remain in their hands until *Michaelmas* then following, to which your Orators aſſented, and did then agree, that in caſe Pot-aſhes ſhould fall in the Price, that the ſaid *H. W.* and *W.* ſhould ſtand to the ſame, and did pay unto your Orators the ſum of 13 *l.* for forbearance, and alſo depoſit into their hands the ſum of 15 *l.* as an ingagement for the fetching the ſaid Pot-aſhes away in caſe the ſame ſhould fall in Price before *Michaelmas* aforeſaid: And that after the death of the ſaid *Wallis*, the ſaid *H.* and *W.* received from your Orators ſix of the ſaid Fats, and paid for the ſame, and after about 13 *December* laſt one other of the ſaid Fats, which the ſaid *H.* paid for the ſum of 18*l.*

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at the rate of 37 *s.* the hundred weight, and ſince have deſired of your Orators the remaining eighteen Fats of Pot-aſhes, being ready to pay for the ſame; and ſet forth likewiſe, that about the firſt day of *June* laſt paſt, the ſaid *H.* and *VV.* and one *J. S.* did buy of your ſaid Orators thirty three Fats of *Smyrna* Pot-aſhes, each Fat containing 2000 *l.* weight or thereabouts, at the rate and price of forty ſhillings the hundred weight, and by Articles of Agreement under their Hands and Seals, bearing date on or about the firſt day of *June*, did Covenant with your ſaid Orators to take away the ſame *Smyrna* Pot-aſhes within one year then following, and to pay for the ſame according as they ſhould be weighed, and to bear all hazards that might happen or come to the ſaid Goods during the ſaid time: And in purſuance of which ſaid laſt mentioned Agreement, the ſaid *H. VV.* and *S.* did with much trouble and difficulty receive twenty nine Fats of the ſaid thirty three Fats of *Smyrna* Pot-aſhes, and were content with the ſame twenty nine Fats in full of the ſaid thirty three Fats of Pot-aſhes, and thereupon your ſaid Orators or one of them deſired a Releaſe might be drawn from the ſaid *S. H.* and *VV.* to releaſe them your ſaid Orators, from the ſaid Articles, and the Bargain and Agreement therein mentioned, with which the ſaid *H. VV.* and *S.* were content, and thereupon a Releaſe was drawn and read to the ſaid *H. VV.* and *S.* bearing date on or about the 20*th* day of *January* laſt paſt,

and

and it was agreed at, or upon ſealing of the ſaid Releaſe, that the former Bargain concerning the ſaid *Ruſſia* Pot-aſhes ſhould be excepted, and that nothing ſhould be barred by the ſaid Releaſe, but the ſaid Cauſe or Cauſes of Action ariſing upon the ſaid Bargain of *Smyrna* Pot-aſhes aforeſaid, and the ſaid Releaſe being made, not only to releaſe the ſaid Bargain of *Smyrna* Pot-aſhes, but without the conſent of the ſaid *H.* and *VV.* and againſt the expreſs Agreement of the ſaid *H.* and *VV.* or one of them excepted againſt the ſame, and told your Orators or one of them, that there were other Matters and Accounts for Monies and Goods between your Orators and the ſaid *H.* and *VV.* And that they the ſaid *H.* and *VV.* would not releaſe any other matter than the ſaid Bargain of *Smyrna* Pot-aſhes; whereupon your ſaid Orators or one of them, told the ſaid *H.* and *VV.* that it was true, that there was other matters between them, and that your ſaid Orators before the ſaid *H.* and *VV.* ſealed the ſaid Releaſe, did agree and promiſe, that the ſaid Releaſe ſhould not cut off any other Bargain, or any other matter or thing whatſoever, ſave only the ſaid Bargain and Agreement for the ſaid *Smyrna* Pot-aſhes, or that the ſame Releaſe ſhould not releaſe the ſaid Bargain of *Smyrna* Pot-aſhes; and when the ſame was read to the ſaid *H.* and *VV.* theſe words in the Parentheſis following, to wit (touching the Pot-aſhes) or words to that purpoſe were put into the ſaid Releaſe, immediately after

after the words, *all demands whatſoever*; and if the ſame words (touching the ſaid Pot-aſhes) are not now therein, the ſame were blotted out of the ſaid Releaſe, after the ſame was ſealed, or unknown to the ſaid *H. W.* and *S.* after the ſame was read and peruſed by them. And for equity alledge, that the Witneſſes that ſhould prove the Premiſſes, are either dead or in parts beyond the Seas unknown. To which ſaid Bill of Complaint your ſaid Orators did appear, and put in their Anſwer, and thereby ſet forth, That about *Michaelmas* 1664. the then Complainants, together with the ſaid *Wallis* did deſire to buy of your Orators a parcel of *Ruſſia* Pot-aſhes, and to that end repaired with your Orators to the Warehouſe, where the ſaid Pot-aſhes did lie, and viewed the ſame, and it was agreed that the ſaid *W. H.* and *W.* ſhould have forty four Fats of *Ruſſia* Pot-aſhes of your Orators, but it was never agreed that each of the ſaid Fats ſhould weigh thirteen hundred weight, or any other certain weight, but the ſaid *H. W.* and *W.* was to have them as the weight they ſhould be of, neither more or leſs, at the rate of 37 *s. per* hundred weight to be paid for the ſame at the Scale as the ſaid *H. W.* and *W.* ſhould take away the ſame, and ſo as they did receive and take away, and pay for all the ſame forty four Fats, within the ſpace of ſix Months, from the time of making the ſame Bargain; and if they ſhould not have received them all within the ſpace of ſix Months, that then

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in ſuch caſe it ſhould be at your Orators liberty not to deliver any more of them after the ſame time, and that the ſaid *H. W.* and *W.* received nineteen of ſaid Fats before *Lady Day* then next after the ſaid Agreement; and that about that *Lady Day* the ſaid *H. W.* and *W.* did deſire your Orators to give them time until *Michaelmas* then following, for taking away the remaining part of the Pot-aſhes, to which your Orators aſſented, ſo as the ſaid *H. W.* and *W.* would pay intereſt for the value of the ſaid Goods for ſix Months, which was agreed unto by the ſaid *H.W.* and *W.* and accordingly paid by them, but did not depoſit the ſum of 15 *l.* as an engagement to fetch away the ſaid Pot-aſhes in caſe the Commodity ſhould fall in price before *Michaelmas*, and that *H.* and *W.* received ſix more of the ſaid Fats, and might have received the remainder of the ſaid Pot-aſhes before *Michaelmas* if they would, your Orators being ready to have delivered the ſame. And that about *June* laſt the ſaid *H.* and *W.* and one *J. S.* did agree to buy of your Orators thirty three Fats of *Smyrna* Pot-aſhes, each Fat containing twenty five hundred weight, at the rate of 40 *s.* *per* hundred, to be paid at the Scale, which Agreement was to have been reduced into Writing, and to have been Signed and Sealed by the ſaid *H. W.* and *S.* which they refuſed to do until about *January* laſt, that the ſaid Commodity was much riſen, and your Orators then, though they conceived them-

themſelves not obliged, yet for ending of all differences, were content, and did deliver unto the ſaid *H. W.* and *S.* twenty nine Fats of *Smyrna* Pot-aſhes, it being then agreed that they ſhould give your Orators a General Releaſe, but it was then agreed, that the ſaid Releaſe ſhould not extend to diſcharge your Orators from any ſum not exceeding 20 or 30 *l.* that was owing by them or either of them to the ſaid *H. W.* and *S.* or any of them only, but no other thing was to be excepted, and that your Orators were not ever indebted to them; but on the contrary the ſaid *H.* is indebted to your Orator 4 *l.* 3 *s.* 6 *d.* or thereabouts; and the ſaid *W.* 6 *l.* 12 *s.* 5 *d.* or thereabouts: To which Anſwer the then Complainants replied, and Iſſue was there joined in the ſaid Cauſe, and ſome proofs taken thereupon, on the then Complainants part, as in and by the ſaid Bill, Anſwer, Replications and other Proceedings before the ſaid Lord Mayor and his Brethren the Aldermen when the ſame ſhall be removed into this Honourable Court before your Lordſhip, more fully and at large it will appear, and for more certainty therein your Orators refer themſelves to the Records thereof, when the ſame ſhall be removed into this Honourable Court. And your Orators further ſhew unto your Honour, That by the Bargain or Agreement for the ſaid forty four Fats of *Ruſſia* Pot-aſhes the ſame was to have been taken away, and paid for after the rate of thirty ſeven

ſeven ſhillings *per* hundred weight, within ſix Months after *Michaelmas* 1664. which if they ſhould not be, it was in your Orators liberty whether they would deliver any more after that time or no, and that about *Lady Day*, which was about ſix Months after the making the ſaid Bargain, the ſaid *H. W.* and *W.* deſiring a longer time to take away the ſame, and your Orators agreed that they ſhould have time until *Michaelmas* then next after, the ſaid *H.* and *W.* paying thirteen pounds for Intereſt for the value of the ſaid Goods for ſix Months; and your Orators at ſeveral times delivered twenty two of the ſaid forty four Fats, and were ready at all times until *Michaelmas*, upon reaſonable requeſt, to have delivered the remainder of the ſame, and did tender and deſire the ſaid *H.* and *VV.* or the one of them to have ſent for or fetched the ſame, which they refuſed to do. And your Orators likewiſe further ſhew unto your Honour, That there was never any other Bargain or Agreement about or concerning the ſaid *Ruſſia* Pot-aſhes, or any part of the ſame; but your ſaid Orators about *June* laſt had ſold unto the ſaid *H.VV.* and *S.* thirty three Fats of *Smyrna* Pot-aſhes, which Bargain for the *Smyrna* Pot-aſhes, the ſaid *H. VV.* and *S.* had failed to perform; yet notwithſtanding, for ending of all differences between your ſaid Orators and the ſaid *H. W.* and *S.* it was agreed, and they your ſaid Orators were content and did deliver to the ſaid

H. W.

H. W. and *S.* twenty nine Fats of the ſaid *Smyrna* Pot-aſhes, although the ſame were riſen in price above ten ſhillings in every hundred weight more than they were worth at the time when the ſame ſhould have been delivered, and your Orators not obliged to the delivery of the ſame: And it was likewiſe agreed, that the ſaid *H. W.* and *S.* ſhould give your Orators a General Releaſe, which according to the ſaid Agreement they did, as by the ſaid Releaſe under the Hands and Seals of the ſaid *H. W.* and *S.* bearing date the 9*th* day of *January*, 1665. ready to be produced to this Honourable Court, more fully it doth and may appear. And after the ſaid Releaſe was drawn, and before the ſealing thereof the ſame was read to the ſaid *H. W.* and *S.* and peruſed by them, and declared to be a General Releaſe of all matters whatſoever, the ſaid *H. W.* and *S.* then pretended your ſaid Orators, or one of them was indebted to them in the ſum of five pounds or thereabouts, and thereupon it was conſented unto, that if any ſuch ſum was juſtly owing, the ſaid Releaſe ſhould not extend to diſcharge the ſame, or any other ſum not exceeding twenty or thirty pounds, in caſe any ſuch ſum was juſtly owing, but not otherwiſe, nor no other matter or thing whatſoever was to be excepted out of the ſame, but to all other ends, intents and purpoſes the ſame was declared, intended and taken to be a General Releaſe of all

Actions, Debts, Duties, Claims and Demands whatſoever, but no other thing was agreed, conſented to or promiſed by your ſaid Orators, that the ſaid Releaſe ſhould not extend to, nor hath the ſaid Releaſe been altered in any particular ſince the ſealing thereof: And your Orators are ſo far from being indebted unto the ſaid *H. W.* and *S.* or any of them, that your Orators hope to prove that the ſaid *H.* is juſtly indebted unto them your ſaid Orators in the ſum of 4 *l.* 3 *s.* 6 *d.* for Goods ſold and delivered to him. All which ſaid Premiſſes your Orators hope they ſhall make fully appear by ſeveral Proofs and Teſtimonies if need be, which they could not produce within the ſaid City of *London* before the ſaid Lord Mayor and his Brethren the Aldermen of the ſaid City of *London*, your Orators ſhewing unto your Honour, that one *R. R.* a material Witneſs for your ſaid Orators concerning the ſaid Premiſſes at the time of Exhibiting the ſaid Bill of Complaint againſt your ſaid Orators in the City of *London* to the ſaid Lord Mayor and his Brethen the Aldermen, then lived and reſided, and ſtill liveth and reſideth at *Weſtminſter* without the Juriſdiction of the ſaid Lord Mayor and his Brethren the Aldermen of the ſaid City of *London*, whereby your ſaid Orators had no remedy to compel the ſaid *R. R.* to be examined, or to give his Teſtimony in the ſaid Cauſe in the City of *London* concerning the ſaid Premiſſes.

miſſes. In tender conſideration whereof, and foraſmuch as for want of Juriſdiction in the ſaid Lord Mayor and his Brethren the Aldermen of the ſaid City of *London* over your Orators Witneſſes, your Orators were remedileſs there, and it being agreeable with the Rules and Practice of this Honourable Court upon ſuch neceſſities and defects of Juriſdiction in Inferiour Courts, for this High and Honourable Court to remove the Records and Proceedings thereof into this Honourable Court, and to proceed in this Honourable Court upon the ſame, and all other matters and things incident to the ſame, or whereupon your Orators ſeek relief in this Honourable Court. May it therefore pleaſe your Lordſhip not only to grant unto your Orators a Writ of Certiorari to be directed to the ſaid Lord Mayor of the City of *London* and his Brethren the Aldermen of the ſaid City, thereby commanding them upon the receipt of the ſaid Writ, to certifie and remove the Records of the ſaid Bill, Anſwer, Replication and all Proceedings thereupon into this Honourable Court, but alſo to grant unto your Orators his Majeſties moſt Gracious Writ of Subpœna to be directed to the ſaid *W. H. T. W.* and *J. S.* thereby commanding and firmly enjoining them, and every of them at a certain Day, and under a certain Pain therein to be limited, perſonally to be and appear before your Honour in the High and

Honourable Court of *Chancery*, then and there, upon their, and either of their Corporal Oaths, fully and directly to anſwer all and ſingular the Premiſſes, and to ſet forth and diſcover, whether by the ſaid Bargain and Agreement the ſaid forty four Fats of *Ruſſia* Pot-aſhes were not to have been taken away, and paid for within ſix Months after the Agreement, and if they were not ſo taken away and paid for, whether it were not to be in your Orators liberty, whether they would deliver any more of them after that time or no, and if it were not after agreed, that the ſaid *H.* and *W.* ſhould have time only until *Michaelmas* then follwing, to fetch and take away the ſaid remaining part of the ſaid Pot-aſhes, and if the ſaid 15 *l.* was not left in the hands of one *E. S.* to make good any over weight in any the Fats of Pot-aſhes, he the ſaid *E. S.* had ſold them, and by their Order paid to your Orators, and allowed by your Orators towards ſatisfying for the Pot-aſhes, they the ſaid *H.* and *W.* received from your Orators; and whether it was not declared and agreed, that the ſaid Releaſe ſhould be a General Releaſe and Diſcharge to your Orators of all Actions, Debts, Dues, Claims and Demands whatſoever, except only ſuch Debt did not exceed 20 or 30 *l.* which your Orators, or the one of them did juſtly owe unto the ſaid *H. W.* and *S.* and whether they did not demand or declare that there was only about

about 5 *l.* owing to them, and whether they the ſaid *H.* and *W.* be not indebted unto your ſaid Orators, and in what ſum; and that your ſaid Orators may be righted and relieved in all and ſingular the Premiſſes according to Equity and good Conſcience: And the ſaid Defendants may ſtand to obſerve and perform ſuch Order, Rule and Decree as in your Lordſhips Wiſdom ſhall ſeem to be thought juſt and meet for your Orators Relief therein. And your Orators, as in duty bound, ſhall ever pray for your Lordſhips Health and Happineſs long to continue.

Bills for Relief againſt Counter-Security.

A Bill for Relief againſt ſeveral Counter-Bonds, ſued before the Obligees were damnified.

HUmbly, *&c.* ſheweth, *&c.* That your Orator *G. C.* of, *&c.* on or about the *17th* day of *November* 1689. did borrow and take up at Intereſt of *R. B.* of, *&c.* the ſum of 100 *l.* of lawful Mony of *England*; and that for the ſecuring the repayment of the ſame, with lawful Intereſt, unto the ſaid *R. B.* his Executors, Adminiſtrators or Aſſigns, your Orator, together with *Edward W.* of, *&c.* and *T. S.* of, *&c.* did become bound unto the ſaid *R. B.* in one Penal Bond or Obligation of the penalty of 200 *l.* for the true payment of 100 *l.* with lawful Intereſt, at a certain day then to come, and ſince paſt, as by the ſaid Bond or Obligation, to which your Orator for the greater certainty referreth himſelf, when produced will more fully and at large appear. And your Orator further ſheweth, That on or about the *8th* day of *October* in the Year of our Lord 1691. your ſaid Orator having occaſion for another ſum of Mony, did take up at Intereſt of *T. G.* of, *&c.* the ſum of 100 *l.* more, of lawful Mony of *England*, and for the ſecuring the repayment

ment of the ſame with lawful Intereſt, unto the ſaid *T. G.* his Executors, Adminiſtrators or Aſſigns with lawful Intereſt, your ſaid Orator, together with the ſaid *T. S.* did become bound in one Penal Bond or Obligation, in the penalty of 200 *l.* for the true payment of the ſaid ſum of 100 *l.* with lawful Intereſt at a certain day then likewiſe to come, and long ſince paſt, as by the ſaid Bond or Obligation, to which your Orator for the greater certainty likewiſe referreth himſelf, when produced will more fully and at large appear. And your Orator further ſheweth, That on or about the 5*th.* day of *May*, which was in the Year of our Lord 1691. your Orator having occaſion for a further ſum of Mony, did borrow and take up at Intereſt of *W. R.* of, *&c.* the ſum of 50 *l.* of lawful Mony of *England*, and for the ſecuring the repayment of the ſame with lawful Intereſt unto the ſaid *W. R.* his Executors, Adminiſtrators or Aſſigns, he your ſaid Orator, with the ſaid *E. W.* and *T. S. &c.* did become bound in one Penal Bond or Obligation, in the penalty of 100 *l.* of like lawful Mony of *England*, for the true payment of the ſaid ſum of 50 *l.* with lawful intereſt at a certain day then to come, and now long ſince paſt, as by the ſaid Bond or Obligation, had your Orator the ſame to produce, and to which your Orator for the greater certainty, referreth himſelf, when produced may more fully and at large appear. All which ſeveral

ſums of Mony ſo borrowed by your ſaid Orator of the ſeveral Perſons, and at ſeveral times herein before ſet forth, amount in the whole to the ſum of 250 *l.* of lawful Mony of *England*, and no more, as by the ſaid ſeveral Bonds and Obligations, to which your Orator for the greater certainty refers himſelf, may more fully and at large appear. And your Orator further ſheweth, That he your ſaid Orator (did at the ſame time he entred into the ſeveral Bonds to the ſeveral Perſons herein before ſet forth, the ſeveral Penalties amounting in the whole to the juſt ſum of 500 *l.* for the true payment of 250 *l.* with lawful Intereſt, and no more, to the ſeveral Perſons, of whom your ſaid Orator borrowed the ſeveral ſums of Mony as aforeſaid) enter into ſeveral Counter-Bonds to the aforeſaid *T. S.* and *E. W.* in double the Penalties of the Bonds or Obligations wherein they ſtood bound with your Orator as aforeſaid, amounting in the whole to 1000 *l.* of lawful Mony of *England*, to indemnifie them, their and every of their Heirs, Executors, and Adminiſtrators from the ſeveral Bonds wherein they ſtand bound with your Orator as aforeſaid, your Orator confiding in the Integrity and Honeſty of the ſaid *T. S.* and *E. W.* not in the leaſt doubting that they, or either of them deſigned, or would at any time take any advantage, or put the ſaid Counter-Bonds in ſuit againſt your Orator, unleſs they had been damnified by ſuch their becoming

coming bound with your Orator as aforeſaid. But ſo it is, may it pleaſe your Lordſhip, That the ſaid *T. S.* and *E. W.* combining and confederating themſelves together, to and with *R. C T. G.* and *W. R.* and to and with ſeveral other Perſons unknown to your Orator (whoſe names, when diſcovered, your Orator prays may be inſerted, and they made Parties to this Suit, with apt words to charge them as Defendants) to defeat and defraud your Orator, and to extort from your Orator the whole Penalties of the ſaid ſeveral Bonds ſo entred into by your Orator as aforeſaid. And in order thereunto, they the ſaid *T. S.* and *E. W.* did in *Eaſter* Term laſt, ſue out Proceſs upon the ſeveral Counter-Bonds ſo entred into to them by your Orator as aforeſaid, iſſuing forth of their Majeſties Court of *King's Bench* at *Weſtminſter*, and cauſed your Orator to be Arreſted thereupon in the County of *Middleſex*, where your Orator was altogether a Stranger and uncapable of giving Bail to the Sheriff for ſo great a ſum of Mony, as the Penalty of the Counter-Bonds ſo entred into by your Orator as aforeſaid amounted to: And thereupon your Orator hath been put to great charge and trouble in removing himſelf to the Priſon of the *King's Bench*, where he ſtill remains a Priſoner, to his detriment and great damage, notwithſtanding the ſaid *T. S.* and *E. W.* were never any ways damnified by ſuch their being bound with and for your Orator as aforeſaid,

ſaid, your Orator always taking care to pay the Intereſt, and was raiſing of Mony to pay in the ſaid ſeveral principal ſums of Mony, which had certainly been paid in, had not your Orator been prevented by this unhappy Arreſt and Contrivance of the ſaid Confederates, or ſome of them, who have not only declared againſt your Orator upon the Penalties of the ſeveral Bonds, but alſo endeavoured to gain Judgment, and charge your Orator in Execution for the ſame. All which Actings and Doings of the ſaid Confederates, are contrary to all Equity and Good Conſcience. And foraſmuch as your Orators Witneſſes, who could prove the truth of the Premiſſes, *&c.* To the end therefore that the ſaid *T. S.* and *E. W.* may upon their ſeveral reſpective Corporal Oaths ſet forth and diſcover, whether they or either of them were ever damnified by their being bound with and for your Orator in the ſeveral Bonds as aforeſaid, before they put their Counter-Bonds in ſuit againſt your Orator, with their reaſons that induced them to put your Orator to ſuch charge and trouble, and ſhew Cauſe if they can, why they ſhould not make your Orator ſatisfaction for the damage he hath ſuſtained by ſuch their malitious proſecution: And they the ſaid Confederates may true and perfect Anſwer make to all and ſingular the Premiſſes, as if particularly interrogated, and that your Orator may be relieved in all and ſingular the Premiſſes; may it pleaſe your

your Lordſhip to grant to your Orator their Majeſties moſt Gracious Writ of Injunction for ſtay of the Defendants further proceedings at Law againſt your Orator, and one or more of their Majeſties moſt Gracious Writ or Writs of Subpœna, thereby commanding them and every of them the ſaid *J. C. &c.* at a certain day, and under a certain Pain therein to be limited, Perſonally to be and appear before your Lordſhip in their Majeſties High Court of *Chancery*, then aad there, upon their ſeveral and reſpective Corporal Oaths, *&c.*

Decrees.

A Decree to Enable Truſtees to Demiſe or Mortgage Lands for raiſing Mony for paying younger Childrens Portions, for ſuch a number of years as the Maſter ſhall approve of, with a recital of the Maſters Report, and Confirmation thereof by the Court.

WHereas heretofore (that is to ſay) in or about the Term of which was in the Year of our Lord God (according to the Computation of the Church of *England*) one Thouſand ſix Hundred and ninety *J. W. junior*, and *E* his Wife, and *H. H.* an Infant by his Guardian Complainants, Exhibited their Bill of Complaint into the High and Honourable Court of *Chancery* againſt *VV. H.* an Infant, *J. VV. ſenior*, and *R. F.* Defendants, Thereby ſetting forth, that *J. H.* Father of the Complainants *E.* and *H.* being ſeiſed of divers Lands and Tenements, lying in *S. G.* and *B.* in the Pariſh of *H.* in the County of *VV.* of the value of two hundred pounds *per Annum*, did for Proviſions and Portions for his younger Children, make a Leaſe thereof to *D. B.* the Defendant, *J. VV.* the elder, and one *VV. C.* for a long Term of Years in Truſt, for raiſing 500 *l.* apiece for the Complainants *E.* and *H.* his Children (*viz.*) 500 *l.* for the Complainant *E.* payable at her age of

of 21 years, or day of Marriage, and 500*l.* for the Complainant *Henry*, at his age of twenty one years, and Intereſt for their maintenances, till their Portions ſhould become payable, and that the ſaid *J. H.* died, and *D. B.* did for ſome time Act in the ſaid Truſt, and afterwards Aſſigned his Intereſt in the Premiſſes unto *R. F.* and that *VV. C.* being dead, ſo that the Eſtate in Law was in the Defendants *VV.* and *F.* in Truſt as aforeſaid: And that *R. H.* the eldeſt Son of the ſaid *J.* being dead, and the Defendant *VV. H.* being the next Heir, the ſaid *VV.* by Combination with the other Defendants the Truſtees, endeavoured to defeat the ſaid Deed of Truſt, and to hinder the Complainants of their Portions and Maintenance, and they refuſed to pay the ſaid Complainant *E*'s Portion, which was due upon her Marriage, and Intereſt for the ſame; and refuſed alſo to allow the Complainant *Henry* any thing for his Maintenance and Education. Therefore that the Defendants might anſwer, and the Truſtees might diſcover and ſet forth the Deed of Truſt, and the Date and Contents thereof, and might join in execution of the Truſt, and to be relieved in the Premiſſes, they the ſaid Complainants humbly craved the Aid and Aſſiſtance of this Honourable Court, and that Proceſs of Subpœna might be thereout awarded againſt the ſaid Defendants to compel them to appear and anſwer the ſaid Bill; which being

ing granted, and the Defendant therewithal ſerved, they accordingly appeared and anſwered; the Defendant, the Infant, anſwering by his Guardian, eſpecially Aſſigned him by this Court: And the Defendants *VV. H.* and *R. F.* by their Anſwer confeſſed, That the ſaid *J. H.* by his Indenture, dated the fifteenth day of *Novemcer* in the eight and twentieth year of his late Majeſties Reign, King *Charles* the Second, did demiſe to the ſaid *D. B.* the other Defendant *J. VV.* and *VV. C.* a Meſſuage and ſeveral Cloſes and Lands in the ſaid Deed particularly mentioned, of the yearly value of about one hundred and forty pounds; To have and to hold to the ſaid Leſſees and their Aſſigns, from the Feaſt of St. *Michael* next before the date of the ſaid Indenture, for the Term of five hundred years, upon Truſt that the ſaid Truſtees, their Executors and Aſſigns out of the Rents and Profits of the Premiſſes ſhould handſomly and decently educate and breed up the Defendants *VV. H.* and the Complainants *E.* and *H. H.* with ſuch convenient Schooling and Trade or Trades, or otherwiſe as by the ſaid Truſtees ſhould be thought fit and convenient, and over and above what ſum or ſums of Mony ſhould be expended about the educating and bringing up the ſaid Children, ſhould out of the Rents and Profits of the Premiſſes or otherwiſe, by letting or demiſing of the ſame to any Perſon or Perſons, for any part

part or parcel of the ſaid Term for Fine or Fines, with reſervation only of a Peppercorn, or other ſmall Rent, raiſe and pay unto the ſaid *VV. H.* and *H. H.* for their Portions the Sum of 500 *l.* apiece when they ſhould ſeverally attain to their ſeveral Ages of twenty one years, and unto the Complainant *E.* the like ſum of 500 *l.* for her Portion when ſhe ſhould attain the Age of twenty one years, or at her day of Marriage, which ſhould firſt happen, as by the ſaid Indenture in the cuſtody of the Defendant *F.* might appear: And that *VV. C.* died ſoon after making the ſaid Deed, and that the other Defendant *VV.* had not intermedled with the ſaid Truſt, but that the ſaid *D. B.* entred on the Truſt-Lands in the Life-time of the ſaid *R. H.* eldeſt Son and Heir of the ſaid *J.* and did for ſome time maintain the younger Children, but he being an ill Husband, and becoming inſolvent, the Defendant *W. H.* was deſirous to have the Truſt Aſſigned by the ſaid *B.* to the Defendant *F.* which *B.* had done by Indenture, dated the ſeventeenth day of *Auguſt* then laſt paſt, which was in his, the ſaid *F*'s cuſtody: And the Defendant *F.* ſaid, that he had been at great charge and expences in maintaining the Defendant *W. H.* and in ſolliciting divers Suits for him, and in procuring the ſaid *D. B.* to ſurrender, and in Journeys, and taking Poſſeſſion, and otherwiſe, an Account whereof he had annexed to his Anſwer,

ſwer, and prayed it might be taken as part thereof, and ſaid he was willing to join with the other Defendant *VV.* in Execution of the ſaid Truſt, ſo that he might be indempnified by the Aid of this Court; and the Defendant *W. H.* being then near nineteen years of Age, ſubmitted himſelf to the diſcretion of this Court: And the Defendant *VV.* by his Anſwer confeſſed he was made a Truſtee by the Indenture before ſet forth, but that he never acted in the ſaid Truſt, nevertheleſs he was ready to do any Act that this Court ſhould think ſafe for him to do about the performance of the Truſt. And all the ſaid Defendants denied Combination, and concluded their ſaid Anſwers with the general Traverſe, as by the ſaid Bill and Anſwers remaining filed, and of Record in this Honourable Court, relation being thereunto had, may more fully and at large appear: And the ſaid Cauſe thus ſtanding in Court upon Bill and Anſwer ready for hearing, a day (*viz.*) the tenth day of *December*, in the third year of the Reign of his now Majeſty King *James* the Second, was by this Court appointed for the hearing thereof: On which day the ſame coming accordingly to be heard in the preſence of Councel learned on both ſide, the ſubſtances of the Complainants Bill, and the Defendants Anſwers thereto appeared to be as is before recited. Whereupon, and upon debating the matter, and hearing Counſel

on

on both ſides; this Court did think fit, and ſo Order and Decree, That the ſaid Defendant *J. VV.* the elder, and *R. F.* ſhould join in the Execution of the Truſt according to the ſaid recited Indenture, and in order thereunto ſhould receive as well the arrears of Rent, as the growing Rents and Profits of the ſaid demiſed Premiſſes, and ſhould educate and provide for the Defendant *VV. H.* and the Plaintiff *H. H.* according to the ſaid Indenture of Truſt, in ſuch manner as Sir *Lacon VVilliam Child*, one of the Maſters of this Court, ſhould approve of, and ſhould apply the reſidue of the ſaid Rents and Profits towards payment of the ſaid 500 *l.* due to the Plaintiff *Elizabeth* at her day of Marriage with Intereſt for the ſame after the rate of 6*l. per Centum*, together with the Coſts of this Court, to be taxed by the ſaid Maſter: And that the ſame might be the more ſpeedily raiſed, the ſaid *J. VV.* and *R. F.* as ſoon as conveniently they could, ſhould raiſe Mony by Demiſing, Letting, Selling or Mortgaging the Premiſſes, or any part thereof to ſuch Perſon or Perſons for ſuch part of the ſaid term of 500 years, as the ſaid Maſter ſhould approve of, and ſhould pay the ſame to the Complainant *J. VV.* the younger and *E.* his Wife: And when the ſaid *H. H.* ſhould come to one and twenty years of Age, the ſaid Defendants the Truſtees *VV.* and *F.* were to raiſe and pay to him his five hundred pounds out

of the Profits of the ſaid Eſtate, or by Leaſing or Mortgaging the ſame: And the Defendants, the Truſtees, were thereby protected and ſaved harmleſs by the Aid of this Court, and were to have all juſt allowances of Monies, by them, or either of them expended, and to be expended, in relation to the ſaid Truſt, the ſame to be allowed by the ſaid Maſter; purſuant to which ſaid Order, the ſaid Maſter made his Report, and certified the ſame into this Court, in theſe words following (*viz.*) **Secundo die Marcij Miſſimo ſexcenteſimo octogeſimo ſeptimo Inter Johem W. Junior' & Uxorem & H. H. p Guardian Quer W. H. p Guardian J. W. Senior' & R. F. Defendentes.** According to an Order of the Tenth of *December* laſt in the preſence of the Plaintiffs Sollicitor, and the Defendant *F.* I have conſidered of the matters, thereby to me referred, and do think fit that the Defendant *F.* be allowed the ſum of forty pounds *per Annum*, for the maintenance and education of the Plaintiff *W. H.* and alſo the ſum of twenty pound *per Annum* for the maintenance and education of the Plaintiff *H. H.* according to the Indenture of Truſt in the ſaid Order mentioned, out of the Rents and Profits of the Demiſed Premiſſes; I have alſo conſidered of the Plaintiffs Bill of Coſts, amounting to forty eight pounds five ſhillings and ſix pence, and do think fit to moderate and tax the ſame at thirty

ſeven

ſeven pounds three ſhillings and four pence: All which I humbly certifie, and ſubmit to the Grave Judgment of this Honourable Court, *Lacon VVilliam Child*, as by the ſaid Report remaining filed may appear. Now upon motion this day made unto this Court by Mr. *Dobbins*, being of the Plaintiffs Councel, and upon producing of the ſaid Report, it was prayed that the ſaid Report may ſtand confirmed, which Mr. *Freeman*, being of the Defendants Councel, not oppoſing; it is therefore this preſent day (that is to ſay) *Saturday* the third day of *March*, in the fourth Year of the Reign of our moſt Gracious Sovereign Lord, *James* the Second, by the Grace of God of *England*, *Scotland*, *France* and *Ireland* King, Defender of the Faith, *&c.* By the Right Honourable *George* Lord *Jeffreys*, Baron of *Wem*, Lord Chancellor of *England*, and by the ſaid High and Honourable Court of *Chancery*, and the Power and Authority thereof Ordered, that the ſaid Report, and all the matters and things therein contained, do ſtand ratified and confirmed by the Order, Authority and Decree of this Court to be obſerved and performed by all Parties according to the Tenor and true meaning thereof. And it is hereby further Ordered and Decreed (according to the aforeſaid Order of the tenth of *September* laſt) that the Defendants *J. VV.* the elder and *R. F.* ſhall join in the Execution of the ſaid Truſt, according to the aforeſaid recited

Indenture, and in order thereunto ſhall receive as well the Arrears of Rents, as the growing Rents and Profits of the ſaid demiſed Premiſſes, and ſhall educate and provide for the Defendant *VV. H.* according to the ſaid Indenture of Truſt, and that the Defendant *F.* be allowed the ſum of forty pounds *per Annum* for the maintenance and education of the Defendant *VV. H.* and alſo the ſum of twenty pounds *per Annum* for the maintenance and education of the Plaintiff *H. H.* out of the Rents and Profits of the ſaid demiſed Premiſſes, according to the ſaid Maſters Report, and ſhall apply the reſidue of the ſaid Rents and Profits towards the payment of the ſaid five hundred pounds due to the Plaintiff *E.* at her day of Marriage, with Intereſt for the ſame, after the rate of 6 *l. per Centum*, together with the ſaid 37 *l.* 3 *s.* 4 *d.* Coſts, taxed by the ſaid Maſter; and that the ſame may be the more ſpeedily raiſed, the ſaid *J. W.* and *R. F.* as ſoon as conveniently they can, ſhall raiſe Mony by Demiſing, Letting, Selling or Mortgaging the Premiſſes, or any part thereof, to ſuch Perſon or Perſons, for ſuch part of the ſaid Terms of 500. years as the ſaid Maſter ſhall approve of, and ſhall pay the ſame to the Plaintiffs *J. W.* the younger and *E.* his Wife. And when the ſaid *H. H* ſhall come to twenty one years of Age, the ſaid Defendants, the Truſtees *W.* and *F.* are to raiſe and pay to him his 500 *l.* out of the Profits

Profits of the ſaid Eſtate, or by Leaſing or Mortgaging the ſame. And the ſaid Defendants, the Truſtees are hereby protected and ſaved harmleſs by the Authority and Aid of this Court, and are to have all juſt allowances of Monies by them, or either of them expended, and to be expended in relation to the ſaid Truſt, the ſame to be allowed by the Maſter.

Bills to Foreclose Equity of Redemption.

The Mortgagee Exhibits his Bill to compel the Mortgager to redeem and pay off the Mortgage-Mony, or elſe to be Foreclоſed and debarred the Equity of Redemption of Copyhold-Lands, Mortgaged by Surrender.

HUmbly, *&c.* ſheweth, *&c.* your Orator *T. D.* of, *&c.* That *R G.* of, *&c.* being ſeiſed in Fee to him and his Heirs, according to the Cuſtom of the Mannor of *S.* in the County of *G.* of a certain Copyhold, or Cuſtomary Meſſuage, and divers Lands thereto belonging, hereafter mentioned, holden of the ſaid Mannor, by Copy of Court Roll; and he, in or about the Month of *April* 1692. having occaſion for the ſum of 500 *l.* did make his application

to your Orator, to borrow the ſame of him, and affirming that the Premiſſes were free from all manner of Incumbrances, and that the ſame were a very ample ſecurity for ſuch a ſum of Mony, your Orator did conſent to lend the ſame; and for ſecuring the repayment thereof with Intereſt, the ſaid *R. G.* did on, or about the 18*th* day of *April* 1692. come before *E. T.* Eſq; Steward of the ſaid Mannor, and then ſurrendred by the Rod, into the hands of Dame *A. M.* Widow, Lady of the ſaid Mannor, by the hands and acceptance of the ſaid Steward, all that Copyhold or Cuſtomary Meſſuage in *S.* aforeſaid (names the Parcels) all which ſeveral Cloſes, Pieces and Parcels of Meadow, Paſture and Arrable, are, or late were in the Tenure or Occupation of the ſaid *R. G.* his Aſſigns or Undertenants, to the uſe and behoof of your Orator and his Heirs and Aſſigns, with Condition, That if the aforeſaid *R. G.* his Heirs, Executors, Adminiſtrators or Aſſigns, did and ſhould well and truly pay to your Orator, his Executors, Adminiſtrators or Aſſigns, at, or in the *Middle-Temple-Hall London*, the ſum of 500*l.* of Lawful Mony of *England*, with lawful Intereſt, on, or upon the 20*th* day of *October* then next, That then, and from thenceforth the ſaid Surrender ſhould be void, otherwiſe to remain in full force and virtue, as in and by the ſaid Surrender, which was preſented at a Court holden for the ſaid Mannor, on, or about the ſixth day of *July*

July laſt paſt, relation being thereunto had more at large appeareth. And your Orator further ſheweth, That the ſaid *R. G.* did not pay the ſaid 500 *l.* or any part thereof, nor any Intereſt for the ſame, according to the ſaid Surrender; but the ſame and the Intereſt thereof is wholly unpaid, whereby your Orators Eſtate in the ſaid Copyhold Premiſſes is become abſolute, and he and his Heirs and Aſſignes ought peaceably and quietly to hold and enjoy the ſaid Premiſſes to him Mortgaged as aforeſaid, free from Incumbrances, according to the Surrender made to him as aforeſaid, and have a diſcovery of the Ancient Surrenders, and the ſame delivered to him for the derivation and maintenance of his Title to the ſaid Premiſſes. But now ſo it is, may it pleaſe your Lordſhip, that the ſaid *R. G.* by Combination and Confederacy with ſome Perſon or Perſons unknown to your Orator, whoſe Names when diſcovered, he prays may be inſerted in this Bill, together with apt matter to charge them as Defendants, well knowing that the ſaid Premiſſes are very weak, and ſcanty ſecurity for the ſaid 500 *l.* and worth very little more than the ſaid Principal Mony and the Intereſt due for the ſame, does endeavour as much as in him lies to keep your Orator out of the ſame; and your Orator having occaſion for his Mony, the ſaid *R. G.* refuſeth to pay the ſame, pretending that your Orators ſaid Eſtate being originally but a

Mortgage, he will redeem the ſame at his pleaſure, and that in caſe your Orator ſhall enter thereon, that he will make your Orator no better than his Bayliff, and accountable to him for the Rents and Profits thereof: And it is pretended, that the ſaid Mortgaged Premiſſes are liable to, and charged, or chargeable with other Incumbrances precedent to your Orators ſaid Mortgage; but to whom, when, or for what Conſideration he refuſeth to diſcover, whereas if any ſuch Incumbrances there are, the ſame are voluntary and fraudulent, and for no good and valuable conſideration, and ought, and will appear in Equity fit to be ſet aſide, and are ſatisfied, and ought not to be kept on foot to pejudice the Title of your Orator, who had no notice of any the ſaid pretended Incumbrances; but in the mean time your Orator knows not how with ſafety to bring his Action for the recovery of the poſſeſſion of the Premiſſes, nor can your Orator diſpoſe of the Premiſſes, unleſs he had the ſame in his quiet poſſeſſion, freed and diſcharged of equity of Redemption of the ſaid *R. G.* and he releaſe his Intereſt and Pretenſions to the Premiſſes, as in all Equity he ought to do, in caſe he refuſeth to pay what is due to your Orator, by a ſhort day to be limited by your Lordſhip: All which Actings and Doings of the ſaid *R. G.* and his Confederates are contrary to Equity and good Conſcience. In tender conſideration whereof,

and

and for that your Orator is Remedileſs by the ſtrict Rules of the Common Law, and the rather for that his Witneſſes, *&c.* nor can your Orator diſpoſe of his Intereſt in the Premiſſes, no Perſon being willing to deal with your Orator for it, ſo long as the ſame is ſubject to an equity of Redemption, and your Orator hath no way otherwiſe than by your Lordſhips Aid to compel the ſaid *R. G.* to redeem the Premiſſes, and pay your Orator his Principal Mony with his Intereſt, Coſt and Charges by a certain day, or in default thereof to have the ſaid *R. G.* his Equity of Redemption Barred and Foreclоſed. To the end therefore that the ſaid *R. G.* may, *&c.* and may particularly ſet forth what Eſtates and Incumbrances the ſaid Premiſſes, or any, and what part thereof are charged with, or liable unto precedent to your Orators ſaid Mortgage, to whom, and when entred into, and for what Conſideration in Mony really and truly paid, and who were Witneſſes to ſuch payment; and whether any thing, or how much is really due thereon: And that the ſaid *R. G.* may be compelled to pay and ſatisfie what is, and ſhall be due to your Orator for Principal Intereſt and Coſts by a ſhort day to be appointed by this Court for that purpoſe, or in default thereof, that the ſaid *R. G.* and all claiming under him, may be foreclоſed of all Equity of Redemption, or claim, in and to the ſaid Premiſſes, and to Releaſe his Claim, Benefit and Equity

of

of Redemption, in and to the ſame, to your Orator and his Heirs. And that your Orator, his Heirs and Aſſigns may hold and enjoy the Premiſſes againſt the ſaid *R. G.* and his Heirs, and all claiming by, from or under him or them abſolutely freed and diſcharged of all Equity of Redemption, and of all Incumbrances made, done or ſuffered by the ſaid *R. G.* or any claiming by, from or under him. And that the ſaid *R. G.* may deliver to your Orator all the Copies of Court-Rolls and other Evidences concerning the Premiſſes, and your Orator relieved in the Premiſes according to Equity, *&c.*

A Bill

A Bill to Foreclose the Equity of Redemption of Lands Mortgaged.

2. HUmbly complaining, ſheweth unto your Lordſhip, your Oratrix *A.* Widow and Executrix of the laſt Will and Teſtament of *A.* her late Husband deceaſed, who was Executrix of the laſt Will and Teſtament of *B.* deceaſed; That in or about the Year of our Lord one Thouſand ſix Hundred eighty four, *C.* having, or pretending to have occaſion for a ſum of Mony, did apply himſelf to the ſaid *B.* in his life-time, and did requeſt him the ſaid *B.* to ſupply him the ſaid *C.* with the ſum of 500 *l.* and did propoſe to make a Mortgage to him the ſaid *B.* of divers Meſſuages, Lands, Tenements or other Hereditaments of the yearly value of 60 *l. per Annum*, or ſome ſuch like value for the ſecuring the repayment thereof, with legal Intereſt for the ſame at ſome ſhort day then to come, and now long ſince paſt: And he the ſaid *C.* did at the ſame time proteſt to the ſaid *B.* that the ſaid Meſſuages, Lands, Tenements or other Hereditaments ſo offered by him the ſaid *C.* to be Mortgaged by the ſaid *B.* were free and clear of, and from all prior Incumbrances whatſoever. And your Oratrix further ſheweth unto your Lordſhip, That the ſaid *C.* putting a great deal

deal of confidence in the ſaid *C.* taking him for a very honeſt man, and that he would carefully and honeſtly repay him the ſaid five hundred pounds, and legal Intereſt for the ſame, did lend him the ſaid *C.* the ſaid 500 *l.* which was the proper Monies of the ſaid *B.* and *bona fide* paid by him the ſaid *B.* to the ſaid *C.* on or about the twenty ninth day of *September*, one Thouſand, ſix Hundred eighty four. And your Oratrix further ſheweth unto your Lordſhip, That the ſaid *C.* in and by Indenture, bearing date the ſaid 29*th* day of *September*, did Bargain and Sell unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, all that, *&c.* In which ſaid Indenture there is a Proviſo contained to this or the like effect, That if the ſaid *C.* his Heirs, Executors, Adminiſtrators or Aſſigns ſhould well and truly pay, or cauſe to be paid to the ſaid *B.* his Executors Adminiſtrators or Aſſigns, the ſum of five hundred pounds, with legal Intereſt for the ſame, at, or upon the nine and twentieth day of *September*, which ſhould be in the Year of our Lord one Thouſand ſix Hundred eighty five; That then, and from thenceforth the ſaid Indenture, and every clauſe and thing therein mentioned, ſhould be utterly void. And the ſaid *C.* did by the ſaid Indenture Covenant with the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, to pay the ſaid ſum of five hundred pounds, with legal Intereſt, on the ſaid 29*th* day of *September* 1685. and at the place

place in the ſaid Indenture appointed for payment of the ſame, as in and by the ſaid Indenture, under the Hand and Seal of the ſaid *C.* in your Oratrix's cuſtody, ready to be produced to this Honourable Court, may more fully and at large appear. And your Oratrix further ſheweth unto your Lordſhip, That the ſaid *B.* in his life-time, that is to ſay, in or about the year, *&c.* made his laſt Will and Teſtament in Writing, and thereof made the ſaid *A.* your Oratrix's ſaid late Husband deceaſed, Executor, and ſoon after died, and that the ſaid *A.* proved the ſaid Will in due form of Law, and took upon him the burthen of the execution thereof, and thereby became intituled to the Mony due upon the ſaid Mortgage, or to the ſaid Mortgaged Premiſſes for non-payment thereof: And that being ſo intituled, the ſaid *A.* did in his life-time, that is to ſay, on, or about the, *&c.* make his laſt Will and Teſtament in Writing, and thereof made your Oratrix ſole Executrix; and that your Oratrix hath proved the ſaid Will, and taken upon her the burthen of the Execution thereof, and is thereby become intituled unto the Mony due upon the ſaid Mortgage, or to the ſaid Mortgaged Premiſſes for non payment thereof; and hath often in a fair and friendly manner applied her ſelf to him the ſaid *C.* and requeſted him to pay the ſaid principal ſum of five hundred pounds, and the Intereſt due for the ſame, to the intent

intent that your Oratrix might be inabled to perform the laſt Will and Teſtament of the ſaid *B.* And the ſaid *C.* did often promiſe your Oratrix, that he would pay and ſatisfie the ſame; and your Oratrix well hoped, that according to his promiſe, he the ſaid *C.* would have well and truly paid the ſaid five hundred pounds, and what Intereſt is due for the ſame, or elſe that your Oratrix ſhould have had, and enjoyed the ſaid Mortgaged Premiſſes, free from all Incumbrances, in ſatisfaction of the ſaid five hundred pounds and Intereſt. But now ſo it is, may it pleaſe your Lordſhip, that the ſaid *C.* Combining and Confederating with divers other Perſons to your Oratrix unknown (whoſe names, when diſcovered, your Oratrix prays may be inſerted in this his Bill, with apt words to charge them) how to defeat and defraud your Oratrix of the ſaid Mony due upon the ſaid Mortgage, or of the Mortgaged Premiſſes, that ſo they may ſhare and divide the ſame amongſt themſelves, on purpoſe to hinder your Oratrix from performing the Will of the ſaid *B.* doth ſometimes pretend, and give out in ſpeeches, that he had conveyed the ſaid Mortgaged Premiſſes to ſome other Perſon or perſons, for a valuable conſideration, and thereby made an abſolute ſale of the ſame, before the ſame were Mortgaged to the ſaid *B.* and at other times he doth pretend and give out in ſpeeches, that he had Mortgaged the ſame before, and had only the

the Equity of Redemption in him, at the time when he Mortgaged the ſame to the ſaid *B.* and that therefore if your Oratrix will have any benefit of the Mortgaged Premiſſes, ſo Mortgaged to the ſaid *B.* as aforeſaid, your Oratrix muſt pay off the prior Mortgage; and at other times the ſaid *C.* doth pretend and give out in ſpeeches, that he hath confeſſed Judgments, Statutes and Recognizances to divers Perſons, to which the ſaid Lands and Premiſſes are liable; and made other ſecret Conveyances, and otherwiſe incumbred the Premiſſes, and yet conceals the names of the Perſon or Perſons to whom he hath ſo Sold or Mortgaged the ſame, and to whom he hath confeſſed ſuch Judgments, Statutes and Recognizances, ſo that your Oratrix knows not how to proceed at Law to recover the poſſeſſion of the Premiſſes: All which pretences and doings of the ſaid *C.* are contrary to Equity and good Conſcience, and tend to the manifeſt wrong and injury of your Oratrix. In tender conſideration whereof, and foraſmuch as your Oratrix hath no way or means whereby to diſcover what Incumbrances there are upon the ſaid Mortgaged Premiſſes, and to which they are liable, nor to Foreclоſe the Equity of Redemption againſt the ſaid *C.* or his Vendees or Mortgagees in caſe any be but in a Court of Equity before your Lordſhip, where matters of diſcovery are properly to be had and made, and relief againſt ſecret and fraudulent Conveyances

ances is to be obtained, and the rather, for that your Oratrix's Witneſſes are either dead beyond the Seas, or in places remote, and to your Oratrix unknown. To the end therefore that the ſaid *C.* and the reſt of the Confederates, when diſcovered, may upon their ſeveral and reſpective Corporal Oaths, true, full, diſtinct, direct and perfect Anſwer make to all and every the matters and things herein, and hereby charged, as particularly as if he or they were interrogated to every particular matter and thing. And that the ſaid *C.* may upon his Corporal Oath particularly ſet forth and diſcover what Incumbrances there are upon the Premiſſes, and when, and by whom Incumbred, and the nature and kind of them, and who by name have pretended, or can pretend or claim any Title, Right or Intereſt in, or to the ſaid Mortgaged Premiſſes, and for what Conſiderations, whether by abſolute Sale, Mortgage, Judgment, Statute or Recognizance, or how otherwiſe, and the Dates and Contents of the ſame: And that the ſaid *C.* may be decreed to pay your Oratrix the ſaid five hundred pounds, and all intereſt for the ſame, now due and owing, or elſe may be abſolutely forecloſed of, and from all, and all manner of Equity and Redemption of the ſaid Mortgaged Premiſſes, and every part and parcel thereof; and your Oratrix have ſuch other and further Relief in the Premiſſes, as is uſual in caſes of this nature. May it therefore

pleaſe

pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Oratrix their Majeſties moſt Gracious Writ or Writs of Subpœna iſſuing out of this Honourable Court to the ſaid *C.* and the reſt of the ſaid Confederates, when diſcovered, to be directed, thereby commanding them, and every of them, at a certain day, and under a certain pain therein to be limitted, perſonally to be and appear before your Lordſhip in their Majeſties High and Honourable Court of *Chancery*, then, and there, upon their, and every of their reſpective Corporal Oaths a true and perfect Anſwer to make to all and ſingular the Premiſſes: And further to ſtand to and abide ſuch further Order, Direction and Decree in the Premiſſes, as to your Lordſhip ſhall ſeem meet and agreeable to Equity and good Conſcience. And your Oratrix, as in duty bound, ſhall ever pray for your Lordſhips, *&c.*

Bills for Fees, &c.

A Bill brought by a Clerk in Chancery againſt his Client, for Fees and Diſburſements. Vide Plea, ſect. 5.

5. HUmbly, *&c.* ſheweth, *&c.* unto your Lordſhip, your Orator *T. T.* of the *Inner-Temple London*, Gent. That your Orator being bred up a Clerk in the Six Clerks Office, and actually in the ſaid Office about *Hillary* or *Eaſter Term* 1683. *R. F.* of *London*, *&c.* having occaſion to commence a Suit in this Honourable Court againſt *W. W.* of, *&c.* he the ſaid *R. F.* did by himſelf and others, apply himſelf to your Orator, deſiring your Orator to undertake the management and proſecution of the ſaid Suit, faithfully promiſing, not only to ſatisfie and pay your Orator all ſuch ſum and ſums of Mony, as ſhould from time to time accrew and become due and owing to your Orator for his Fees and diſburſements therein, but alſo to give to your Orator for his extraordinary care and pains, the ſum of 5 *l.* of lawful Mony of *England*, in caſe the ſaid *R. F.* ſhould obtain a Decree in this Honourable Court againſt the ſaid *W. W.* or bring him the ſaid *W. W.* to an agreement before the hearing of the Cauſe. And that thereupon your Orator confiding in the integrity

tegrity and honeſty of the ſaid *R. F.* did undertake the management of the ſaid Cauſe, wherein the ſaid *R. F.* was Complainant in this Honourable Court againſt *W. W.* Defendant. And your Orator took extraordinary care and pains therein, and brought the ſaid Cauſe to Iſſue, and filed Interrogatories in the Examiners Office for examining of Witneſſes, in order to the hearing of the Cauſe, inſomuch that there accrewed due and owing to your Orator from the ſaid *R. F.* for your Orators Fees and Diſburſements in the ſaid Cauſe, the juſt ſum of 7 *l.* 6 *s.* 10 *d.* or ſome ſuch ſum of Mony, over and above the Gratuity of 5 *l.* which he the ſaid *R. F.* promiſed to give and pay unto your Orator as aforeſaid, in all the juſt ſum of 14 *l.* 6 *s.* 10 *d.* or ſome ſuch ſum of Mony, Bills of the particulars of which your Orator long ſince cauſed to be delivered to the ſaid *R. F.* or to ſome other Perſon or Perſons for him, and by his order and direction. And your Orator further ſheweth, That before the ſaid Cauſe was brought unto hearing, the ſaid *R. F.* and *W. W.* came to an Agreement, and all further proceedings in this Honourable Court were ſtaid; and thereupon your Orator ſent unto the ſaid *R. F.* ſeveral times in a friendly manner, and deſired payment of the ſaid Mony ſo due to your Orator from the ſaid *R. F.* as aforeſaid, well hoping that the ſaid *R. F.* would have had regard to his many promiſes made to your

Orator as aforeſaid, and have paid the ſame; but the ſaid *R. F.* having no regard to his reputation, or to the promiſes made to your Orator as aforeſaid, refuſed to pay your Orator any part of his ſaid Debt, neither could your Orator get any other ſatisfaction from him than Scurrilous Language, ſo that your Orator was conſtrained for the recovery of his juſt Debt, to be at great charges in ſuing out ſeveral Writs againſt him the ſaid *R. F.* which your Orator humbly conceives, under the Favour of this Honourable Court, was lawful for him to do, but your Orator could never procure the ſaid *R. F.* to be Arreſted, ſo as to have Bail or any appearance to ground a Declaration at the Common-Law for the recovery of your Orators juſt Debt ſo due and owing to your Orator from the ſaid *R. F.* as aforeſaid, until about *Hillary* or *Eaſter* Term laſt, that your Orator with great charge and trouble compelled the ſaid *R. F.* to enter his Appearance in the Office of Pleas in their Majeſties Court of *Exchequer*, being Arreſted by a Writ of *Quo Minus* iſſuing out of that Court, your Orator put in a Declaration, and the ſaid *R. F.* put in a Plea thereto; but your Orator was adviſed not to proceed to a Trial at Common Law until ſuch time as your Orator had brought his Bill in this Honourable Court for the diſcovery of a Retainer and delivery of your Orators Bill, your Orators Witneſſes, by reaſon of the length of time, being dead that could prove the ſame.

And

And your Orator further ſheweth unto your Lordſhip, That your Orator before the commencing of this Suit, for the preventing of further charge and trouble to the ſaid *R. F.* and your Orator; and by reaſon your Orator would not be lookt upon as vexatious, your ſaid Orator voluntarily offered to go by conſent before a Maſter of this Court, or otherwiſe to leave the whole matter in difference between your Orator and the ſaid *R. F.* to his the ſaid *R. F*'s own Sollicitor, but the ſaid *R. F.* abſolutely refuſed to do either, or to come to a fair account with your Orator, and pay your Orator his juſt Debt and Charges that he hath been put unto, in, and about the recovery of the ſame. All which Actings and Doings of the ſaid *R. F.* are contrary to the Rules of Equity and good Conſcience, and tend to your Orators great wrong and apparent damage. In tender conſideration whereof, and foraſmuch as your Orator is altogether remedileſs by the ſtrict Rules of the Common Law of this Kingdom, and the rather for that your Orators Witneſſes who could prove the truth of the Premiſſes, are either dead, *&c.* ſo that your Orator wholly relies upon the Oath of the ſaid *R. F.* for a full diſcovery of the Truth of the Premiſſes, who when called thereto, your Orator well hopes will diſcover the ſame. To the end therefore that the ſaid *R. F.* may upon his Corporal Oath ſet forth and diſcover whether he did not retain and imploy your Orator in ſuch

or what Cauſe, receive ſeveral Bills of particulars, and make ſuch promiſes to your Orator as is herein before ſet forth, and that he may anſwer all and ſingular other the Premiſſes, as if particularly interrogated, and ſhew cauſe if he can, why he ſhould not come to a fair Account with your Orator, and pay unto your Orator all ſuch ſum and ſums of Mony as ſhall appear to be juſtly due and owing to your Orator from him the ſaid *R. F.* with your Orators Coſts and Charges, that he hath and ſhall be put unto for the recovery of the ſame, and that your Orator may be relieved in all and ſingular other the Premiſſes according to Equity and good Conſcience. May it pleaſe your Lordſhip, *&c.*

Note, The Defendant did Demur in Law to this Bill (which Demurrer was ſworn before Sr. *John Hoskins* Knight, one of the Maſters of this Court, 4. *Julij Anno Regni Regis & Reginæ, Gul. & Mar. quarto.*)

And upon bringing on the ſaid Demurrer, to be Argued, before my Lord Keeper, on the 13*th* of *February* following the ſaid Demurrer was Over-ruled, and the Defendant Ordered to Anſwer the Plaintiffs Bill, *prout per* Order of the ſame Date.

Bills to diſcover Frauds.

The Complainant being maliciouſly Indicted at York *Aſſizes for a Fraud, in getting by a falſe pretended token from an Attorneys Clerk, Articles of Agreement depoſited in his Maſters hands by the conſent of the Complainant, and the other Party to the ſaid Articles; and being bound over to Traverſe the Indictment, which he did with good effect, and giving a Warrant of Attorney to confeſs Judgement for a* 100 *l. to indemnifie an Attorney and another Perſon who were his Sureties for traverſing the ſaid Indictment, he brings this Bill for relief againſt their fraudulently entring up the Judgment abſolutely for Debt.*

HUmbly, *&c.* ſheweth, *&c.* your Orator *T. C.* of *N.* in the County of *D.* Gent. That whereas your Orator being poſſeſſed of, intereſſed in and intituled unto a Meſſuage with the Appurtenances in *S.* in the County of *York*, and one Cloſe thereto belonging, of the yearly value of 15 *l.* for the term of ſixty years: Your Orator in or about the month of *October* 1689. demiſed the ſame to *J. R.* of, *&c.* in the ſaid County of *York* for 21 years. And your Orator and he the ſaid *J. R.* about the 18*th* of *October* 1689. entred into Articles touching

the ſaid demiſed Premiſes, and your Orator and the ſaid *J. R.* interchangeably ſealed and delivered the ſaid Articles to each other, and the ſame were left in the cuſtody of one *J. L.* of *S.* aforeſaid, to keep as well for your Orator, as alſo for the ſaid *J. R.* And that ſome time after, to wit on or about the Month of *September*, in the year of our Lord 1690. there hapned ſome difference between your Orator and the ſaid *J. R.* And the ſaid *J. L.* having delivered the ſaid Articles to one *J. B.* then Attorney or Sollicitor for the ſaid *J. R.* and the ſaid *J. R.* proſecuted your ſaid Orator thereupon, your Orator having no part of the ſaid Articles in his cuſtody: And your Orator went to one *W. R.* Gent. Clerk to the ſaid *J. B.* and by fair means prevailed with the ſaid *W. R.* to deliver the ſaid Articles to your Orator: And afterwards, to wit on or about the 12*th* of *September*, in the Year of our Lord 1690. the ſaid *J. R.* at the Aſſizes then held at the Caſtle of *York* for the ſaid County of *York*, cauſed your Orator to be malitiouſly indicted for getting the ſaid Articles out of the Cuſtody of the ſaid *W. R.* by a pretended falſe token, and the ſaid Indictment was then found againſt your Orator by the Grand Jury for the County of *York*, and very ſhortly after Proceſs was awarded againſt your Orator from the Clerk of the Aſſizes, for your Orator to appear and enter his Traverſe to the ſaid Indictment, and your Orator was Arreſted by

by vertue of the ſaid Proceſs: And or about the 16*th.* day of the ſaid Month of *September*, in the ſaid Year of our Lord 1690. your Orator entred his Traverſe to the ſaid Indictment; and one *J. D.* of *B.* in the ſaid County of *Y.* an Attorney at Law, and *J. K.* of, *&c.* in the ſaid County, Yeoman, became bound as Sureties with and for your Orator to proſecute his ſaid Traverſe to the ſaid Indictment at the ſaid next Aſſizes to be held at the Caſtle of *Y.* for the ſaid County of *Y.* And your Orator gave the ſaid *D.* and *K.* a Warrant of Attorney to confeſs Judgment againſt your Orator for 100 *l.* to indemnifie them the ſaid *D.* and *K.* from becoming bound for your Orator as aforeſaid, and for no other uſe, intent or purpoſe whatſoever. And your Orator further ſheweth, That on or about the 15*th* day of *March*, in the ſaid Year of our Lord 1690. your Orator proſecuted the ſaid Traverſe with effect, and was found not guilty of the ſaid Indictment by the Traverſe-Jury then impanelled and ſworn to try the ſaid Traverſe; and was acquitted and diſcharged of and from the ſaid Indictment; and the ſaid *D.* and *K.* nor either of them were not damnified to the value of one Penny. But ſo it is, may it pleaſe your Lordſhip, that the ſaid *D.* and *K.* confederating and combining together to ruin your Orator, the ſaid *D.* hath entred or prepared to be entred a Judgment againſt your Orator by virtue of the ſaid Warrant of Attorney for 100 *l.* beſides

ſides Coſts of Suit in his the ſaid *J. D.*'s own name, and hath taken out Execution thereupon, and hath levied your Orators Goods and Chattels by virtue thereof, to the value of 100 *l.* and upwards, ſometimes pretending that the ſaid Judgment was for a juſt Debt due to him the ſaid *D.* and at other times pretending that your Orator is greatly indebted to him the ſaid D. for other matters and things; and that the ſaid *D.* levied your Orators Goods by virtue of the ſaid Judgment, to ſecure to himſelf his other Debt due to him the ſaid *D.* Whereas in truth the ſaid *D.* very well knows that your Orator is no ways indebted to him the ſaid *D.* nor oweth him one Penny; but on the contrary the ſaid *D.* upon a fair account is indebted to your Orator, but the ſaid *D.* abſolutely refuſeth to come to any account, or to pay your Orator what he is juſtly indebted to him, but threatens and gives out in ſpeeches, that if your Orator pays not the ſaid 100 *l.* and Coſts of Suit to him the ſaid *D.* that he will lay your Orator in Priſon, and totally ruin and undo your Orator: All which Doings and Actings of the ſaid *D.* and *K.* are contrary to Equity and good Conſcience, and tend to the utter ruin of your Orator. In tender conſideration whereof, and foraſmuch as your Orator is no way relievable in the Premiſſes by the ſtrict Rules of the Common Law, nor elſewhere ſave by the favourable Aid of this Honourable Court, where frauds of

of this nature are to be puniſhed; and forasmuch as your Orator cannot diſcover the truth of the Premiſſes, ſave by the Anſwer of the Confederates hereunto upon their Corporal Oaths in this Honourable Court, by reaſon your Orators Witneſſes who could have proved the truth of the Premiſſes, are ſome of them dead, and others removed into places remote and unknown to your Orator, yet your Orator doubts not but the Confederates will upon their Corporal Oaths in their Anſwers hereunto confeſs the truth of all and ſingular the Premiſſes: And that they may ſo do, and particularly that the ſaid *J. D.* and *J. K.* and either of them may ſet forth whether or no they did become bound as Sureties for your Orator to proſecute his Traverſe as aforeſaid: And whether your Orator did not give them a Warrant of Attorney to confeſs Judgment for a 100 *l.* to indempnifie them for ſuch Suretiſhip, or for what other intent or purpoſe the ſaid Warrant of Atturney was given to the ſaid Confederates, or either of them, and what, and how much they or either of them were damnified by reaſon of the ſaid Suretiſhip, and whether or no your Orator did not proſecute the ſaid Traverſe with effect, and was acquitted of the ſaid Indictment: And that the ſaid *D.* may ſet forth his Reaſons why he entred the ſaid Judgment, and levied your Orators Goods in Execution thereon, and for what he demands the ſaid 100 *l.* And that the

the ſaid *D.* and *K.* may full, true, perfect and diſtinct Anſwers make to all and ſingular the Premiſſes, and your Orator be relieved, *&c.* May it pleaſe, *&c.*

Bills of Diſcovery.

A Bill to Diſcover the Defendants Title to a Leaſe.

HUmbly Complaining, ſheweth unto your Lordſhip, your Orator and Oratrix *H. W.* of the Pariſh of *J.* in the County of *S.* and *A. T.* of, *&c.* in the ſaid County of *S.* Widow, That one *E. T.* of the Pariſh of St. *D.* in *London* Merchant Taylor, being or pretending himſelf to be lawfully poſſeſſed of, or intituled to a Meſſuage or Tenement and Garden with the Appurtenances, ſcituate, lying and being in *L. March* in the County of *S.* by virtue of a Leaſe made by one *T. C.* to one *S. E.* for the term of ſixty years or thereabout, whereof above twenty years are yet to come and unexpired, at, and under the yearly Rent of two pounds ten ſhillings: And of an Aſſignment thereof from the ſaid *E.* He the ſaid *E. T.* for ſecuring the repayment of the ſum of one Hundred pounds, which *W. T.* deceaſed, the Brother of him the ſaid *E. T.*

E. T. had before that time lent unto him with Intereſt for the ſame, did by Aſſignment, under his Hand and Seal, duly executed, bearing date on or about the twentieth day of *November* one Thouſand ſix Hundred Eighty and five, Aſſign, Tranſfer and ſet over unto him the ſaid *W. T.* his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuage or Tenement and Garden with the Appurtenances, together with the ſaid Original Leaſe; and all his the ſaid *E. T*'s Eſtate, Right, Title, Term of Years and Intereſt in, and to the ſame Premiſſes, To hold unto the ſaid *W. T.* his Executors, Adminiſtrators and Aſſigns, for, and during all the then Reſt Reſidue and Remainder of the ſaid Term of ſixty years, in the ſaid Leaſe then to come and unexpired. Subject nevertheleſs to, and under a certain Proviſo or Condition for Redemption upon his the ſaid *E. T*'s payment of the ſaid ſum of one Hundred Pounds, with lawful Intereſt for the ſame, upon, or about the twentieth day of the Month of *Auguſt* next enſuing the date of the ſaid Aſſignment, as in and by the ſaid Leaſe and Aſſignment, ready to be produced to this Honourable Court, may appear. And your Orator and Oratrix alſo further ſhew unto your Lordſhip, that no part of the Principal Sum of one Hundred Pounds, nor any Intereſt for the ſame was paid according to the ſaid Condition for payment thereof, whereupon the Aſſignment to the ſaid *W. T.* became abſolute, and all

all the Eſtate and Intereſt, by, and unde the ſaid Original Leaſe, became lawfull veſted in the ſaid *W. T.* And your Orato and Oratrix further ſhew, That the ſaid *W. T.* being ſo Intituled to the ſaid Mortgage Premiſſes, did afterwards (to wit) abou the twelfth day of *Auguſt*, which was in th Year of our Lord one Thouſand ſix Hun dred Eighty ſeven, duly Make, Sign, Sea and Publiſh his laſt Will and Teſtament i Writing, and therein and thereby (*inter al*) Remit and forgive unto the ſaid *E. T.* his Brother, a Bond, wherein the ſaid *E. T.* ſtood bound unto the ſaid *W. T.* in one Hun dred pounds, for the payment of Fifty pounds and Intereſt; and alſo gave unto the ſaid *E*'s two Daughters, the ſum of five pounds apiece, and unto himſelf and his Wife a Guinea apiece; and the ſaid Teſta tor having ſuch Aſſignment of the Leaſe and Premiſſes before mentioned, from the ſaid *E. T.* for ſecuring the ſaid ſum of one hun dred pounds lent by him the Teſtator un to the ſaid *E. T.* with Intereſt for the ſame, did by his ſaid Will give and deviſe unto your Orator the ſaid Leaſe and Aſſignment, and all his Eſtate and Intereſt in the Pre miſſes; but nevertheleſs did Will and ap point, That in Caſe the ſaid *Edward T.* ſhould pay in the ſaid Principal ſum of one hundred pounds, within two years after his the ſaid Teſtators Death, unto your Orator without Intereſt, then he the ſaid *E. T.* ſhould have again the ſaid Premiſſes. And

of

of his ſaid Will did Conſtitute and appoint your Oratrix *A. T.* his then Wife his Sole Executrix; and afterwards in or about the Month of *November*, which was in the Year of our Lord one Thouſand ſix Hundred Eighty nine, the ſaid *W. T.* departed this Life, without revoking or altering his ſaid Will. After whoſe Death your Oratrix *A.* proved the ſaid Will in the Prerogative Court of *Canterbury*; and took upon her the Execution thereof, as by the Probate of the ſaid Will, under Seal of the ſaid Court may appear. And your Oratrix *A. T.* did Aſſent and Agree to the ſaid Legacy given to your Orator, and did deliver the ſaid Leaſe and Deeds of Aſſignment to your Orator accordingly. And your Orator further ſheweth, that the ſaid *E. T.* and *M.* his former Wife being at the ſaid Teſtators Houſe ſome few days after his the ſaid Teſtators Deceaſe, the ſaid *E. T.* did deſire to have the ſaid Teſtators Will read, which your Orator thereupon read to him accordingly, and upon hearing the ſaid Deviſe to your Orator read, the ſaid *E. T.* did expreſs and ſhew himſelf very much diſſatisfied, and blamed his Brother that he had given the ſaid Mortgaged Premiſſes from the ſaid *E. T.* And turning to his ſaid Wife, who then ſate by, ſpake to her theſe words, or to this effect, *Now*, Mall, *thou muſt work for thy Living, for the Houſe in* Lamberh *is given from thee*; and did not alledge or pretend that any part of the ſaid Mony was ſatisfied, but threat-

threatned to Conteſt the Validity of the ſaid Teſtators Will, and Endeavour to procure the ſame to be ſet aſide. And about three Months after he the ſaid *E. T.* did ſend a Letter unto your Orator, containing theſe words, or to the effect following (*viz.*)

'Cozen *W.* I underſtand by my Tenant at '*L.* that you and my Siſter *T.* was with him, 'and told him I had nothing to do with it 'nor power to make a Leaſe; I believe 'your Legacy is not paid, for you cannot 'be a Witneſs to the Will without quitting 'your Legacy: I believe I may put aſide 'the Will: And it will be better for my 'Siſter *Turner*, for then ſhe will come in for 'her Thirds, and ſo ſhall I, for your Legacy 'takes you off for a Witneſs: You have 'been too forward, for the Houſe and Gar'den coſt me but eighty pounds at fartheſt, 'and I have had it ſix or ſeven years, and 'a year and three quarters yet to come: 'And there is a Mortgage upon it already, 'ſo that when my time is out, your Garden 'and Houſe will be but little worth: I have 'agreed with my Brother in his Life-time, 'to make the Tenant a Leaſe, and the Te'nant had a draught of the Leaſe, but now 'you have been with him, he will neither 'Repair nor Fence, nor can I get my Rent. 'I underſtand my Siſter *Turner* will hinder 'me of what Mony my Dear Brother gave 'me: He ſent me a Letter to Mr. *Collier*, 'with his own Hand and Seal, for the doing 'of it, which thing is very unkind. I re-

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'main yours to ſerve you, *E. T.* from *R. L.* '*C. February* the ſeventh, Eighty nine. And the Superſcription of the ſaid Letter is in theſe words (*viz.*) *Theſe for Mr.* H. W. *living in* T. *near* B. Middleſex, as by the ſame Letter, which your Orator hath left in the hands of Mr. *E. B.* his Clerk in Court, to the end the ſaid *E. T.* may ſee and peruſe the ſame doth appear. And the ſaid *E. T.* did afterwards, in or about the Month of *November*, which was in the Year of our Lord one Thouſand ſix Hundred ninety and one, account and reckon with *M. W.* the then Tenant of the ſaid Mortgaged Premiſſes, touching the Rent due for the ſaid Premiſſes; and having received the ſame, he the ſaid *E. T.* did then acquaint the ſaid *M. W.* that the ſaid *W. T.* had deviſed the ſaid Mortgaged Premiſſes to your Orator: And that he the ſaid *M. W.* might, and ought for the future to pay his Rent for the ſaid Premiſſes to your Orator; whereupon the ſaid *M. W.* did Attorn and become Tenant to your Orator. And your Orator well hoped he ſhould quietly and peaceably have held and enjoyed the ſaid Mortgaged Premiſſes, as in Equity and Conſcience he ought to do, and have done. But now ſo it is, may it pleaſe your Lordſhip, That the ſaid *E. T.* Combining and Confederating with divers other Perſons, to your Orator and Oratrix unknown, with intent to defeat and defraud your Orator of the benefit of the ſaid Deviſe, ſo to him made by the ſaid

threatned to Conteſt the Validity of the ſaid Teſtators Will, and Endeavour to procure the ſame to be ſet aſide. And about three Months after he the ſaid *E. T.* did ſend a Letter unto your Orator, containing theſe words, or to the effect following (*viz.*) 'Cozen *W.* I underſtand by my Tenant at 'L. that you and my Siſter *T.* was with him, 'and told him I had nothing to do with it 'nor power to make a Leaſe; I believe 'your Legacy is not paid, for you cannot 'be a Witneſs to the Will without quitting 'your Legacy: I believe I may put aſide 'the Will: And it will be better for my 'Siſter *Turner*, for then ſhe will come in for 'her Thirds, and ſo ſhall I, for your Legacy 'takes you off for a Witneſs: You have 'been too forward, for the Houſe and Garden coſt me but eighty pounds at fartheſt, 'and I have had it ſix or ſeven years, and 'a year and three quarters yet to come: 'And there is a Mortgage upon it already, 'ſo that when my time is out, your Garden 'and Houſe will be but little worth: I have 'agreed with my Brother in his Life-time, 'to make the Tenant a Leaſe, and the Tenant had a draught of the Leaſe, but now 'you have been with him, he will neither 'Repair nor Fence, nor can I get my Rent. 'I underſtand my Siſter *Turner* will hinder 'me of what Mony my Dear Brother gave 'me: He ſent me a Letter to Mr. *Collier*, 'with his own Hand and Seal, for the doing 'of it, which thing is very unkind. I re-

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W. T. as aforeſaid, doth now lately pretend and give out in ſpeeches, That he the ſaid *E. T.* did in the Life-time of the ſaid *W. T.* pay and ſatisfie unto the ſaid *W. T.* not only the Mony ſecured by the ſaid Bond, which by the ſaid Teſtators ſaid Will is mentioned to be remitted to the ſaid *E. T.* and had the ſaid Bond delivered up before the Death of the ſaid *W. T.* But did alſo pay and ſatisfie all the Mony due upon the ſaid Mortgage deviſed to your Orator; and that the ſaid *W. T.* did give and execute ſome General Releaſe unto him the ſaid *E. T.* though he the ſaid *E. T.* did never pretend any ſuch thing till ſince the time given him by the ſaid Will for payment of the ſaid Mony was expired: And upon the pretences aforeſaid the ſaid *E. T.* hath Commenced and Proſecuted, and threatens to Commence and Proſecute divers Actions againſt the ſaid *M. W.* your Orators Tenant, for the Rent Arrear, and what ſhall become due for the ſaid Mortgaged Premiſſes, and hath Exhibited his Bill in this Honourable Court againſt your Orator and Oratrix, to have the ſaid Mortgaged Deed, and other Writings concerning the ſaid Mortgaged Premiſſes, to be delivered up to him; nevertheleſs, he the ſaid *E. T.* doth refuſe to diſcover when, and where any part of the ſaid Mony pretended to be paid, was paid, or whether to the ſaid *W. T.* himſelf, or by his Order, or to whom, or the Date and Contents of the ſaid pretended Releaſe, or when, where or in whoſe preſence the

the ſame was Executed, or who were Witneſſes thereunto. And in truth the ſaid *E. T.* doth well know no part of the Mony ſecured by the ſaid Bond or Mortgage, was ever payed, or ſatisfied to the ſaid *W. T.* And if the ſaid *E. T.* did ever pay any Mony to the ſaid *W. T.* the ſame was not upon account of the Mony due upon the ſaid Bond or Mortgage, but was upon account of ſome other Mony lent or paid by the ſaid *W. T.* to or for him the ſaid *E. T.* beſides the Mony ſecured by the ſaid Bond and Mortgage: And the ſaid *E. T.* hath at divers times, as well before as ſince the death of the ſaid *W. T.* declared he had not paid, nor ever intended to pay the Mony ſecured by the ſaid Mortgage, for that the ſaid Mortgaged Premiſſes were not worth near ſo much as the Mony he the ſaid *W. T.* lent upon the ſaid Mortgage, and doth now deny that he cauſed the ſaid Letter to be writ, or ſent the ſame to your Orator, and refuſes to diſcover whoſe hand-writing the ſaid was, although he well knows who writ the ſame; and in truth the ſaid pretended Releaſe was never Executed by the ſaid *W. T.* or was given upon ſome other accounr, or ſome other Mony that had been due to the ſaid *W. T.* for the ſaid *E. T.* and long before the time ſuch pretended Leaſe bears date, and the date thereof hath been altered ſince the ſame was Executed: All which doings and pretences of the ſaid *E. T.* are contrary to Equity and

good Conſcience. In tender conſideration whereof, and foraſmuch as all, or moſt of the ſaid Confeſſions and Declarations made by the ſaid *E. T.* were made in private when no Perſon but your Orator was preſent, or the Witneſſes who could prove the ſame, and the truth of the Premiſſes, are either dead, or removed into parts beyond the Seas, to your Orator unknown, ſo that your Orator cannot have the benefit of their Teſtimony, nor can your Orator make out the truth of the Premiſſes otherwiſe than by the Diſcovery and Confeſſion of the ſaid *E. T.* who well knows all the matters aforeſaid are true. To the end therefore that the ſaid *E. T.* may ſet forth whether he hath paid any, and what part of the Mony ſecured by the ſaid Mortgage; and if he did, when, where, to whom, and in whoſe preſence he paid the ſame, and by what ſums or payments: And whether the ſaid *W. T.* did not Lend and Pay divers, and what ſums of Mony, to, and for him the ſaid *E. T.* and when, beſides the Mony ſecured by the ſaid Mortgage and Bond, and whether the Mony ſecured by the ſaid Bond was paid, and when, where and to whom, and in whoſe preſence, and when the ſaid Bond was delivered up to him; and in caſe he hath any ſuch Releaſe from the ſaid *W. T.* as is pretended; that he may ſet forth the ſame *verbatim*, and when, at whoſe Houſe, and in what place the ſame was Executed, and who writ or filled up the ſaid Releaſe, and who were

were preſent when the ſame was Executed, and who were Witneſſes thereunto, and whether they are living or dead, where and with whom they then lived; and when, and where ſuch of them as are dead, died, and where buried; and may likewiſe ſet forth whether he did not cauſe or procure the ſaid Letter to be writ and ſent to your Orator, and who writ the ſame, and whether he doth not know whoſe hand-writing the Letter is, and whoſe hand-writing he doth ſuppoſe or believe the ſame to be, and whether ſuch Perſon be living or dead, and where, and with whom he lived when he wrote the ſaid Letter, and where ſuch Perſon now Lives, or did live when he laſt ſaw or heard of him: And whether he the ſaid *E. T.* did not uſually imploy ſome other Perſon or Perſons to write Letters for him, as in truth he did, and whom he did uſually imploy to write Letters for him, about the time the ſaid Letter bears date: And whether he the ſaid *E. T.* did not about the time of the date of the ſaid Letter, deſire or direct ſome Perſon, and who, to write to your Orator touching the matter treated of in the ſaid Letter: And may likewiſe ſet forth whether he did not upon the hearing the ſaid *W. T*'s Will read, uſe ſuch Expreſſions to his ſaid late Wife as are before ſet forth, or ſome, and what Expreſſions to ſuch, or the like, and what effect; and whether he hath not a little before and ſince the ſaid *W. T*'s death declared he had not

paid, nor did intend to pay the Mony ſecured by the ſaid Mortgage; and when he firſt made mention to your Orator and Oratrix, that he had paid the ſaid Mortgage-Mony, and had ſuch Releaſe as he now pretends he hath; and why, and for what reaſon he did not ſooner diſcloſe or mention the ſame; and may anſwer all and ſingular the Premiſſes, as fully as if the ſame were here again Interrogated and particularly Repeated, as well to his belief as knowledge; and may either pay your Orator what ſhall appear to be juſtly due upon the ſaid Mortgage, or that your Orator and his Aſſigns, may hold and enjoy the ſaid Mortgaged Premiſſes freed and diſcharged of, and from all Equity and Power of Redemption; and that your Orator and Oratrix may be fully relieved in all and ſingular the Premiſſes according to Equity and good Conſcience. May it pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator and Oratrix their Majeſties moſt Gracious Writ of Subpœna Iſſuing out of this Honourable Court, directed to him the ſaid *E. T.* thereby commanding him at a certain Day, and under a certain Pain therein to be limited, perſonally to be and appear before your Lordſhip, then and there to anſwer the Charges aforeſaid; and further, to abide ſuch Order and Decree as ſhall by your Lordſhip be thought moſt agreeable with Equity and good Conſcience. And your Orator and Oratrix ſhall ever pray, *&c.*

Bills

Bills for Diſcovery of Deeds, and Delivering Poſſeſſion.

The Mortgager having paid the Mortgagee in his Life-time, Exhibits his Bill againſt the Mortgagees Executrix and others, for Diſcovery and Redelivery of his Original Leaſe and Mortgage Aſſignment, and to have poſſeſſion of the Premiſſes, and Account of Profits from the payment of the Mortgage Mony.

7. HUmbly complaining, *&c.* your Orator *E. T.* of the Pariſh, *&c.* That your Orator being lawfully poſſeſſed of, and legally entituled unto a certain Meſſuage or Tenement, and about three Acres of ground with the Appurtenances, ſcituate, lying and being in the Pariſh of *L.* in the County of *S.* of the yearly value of 13 *l.* or thereabouts, which your Orator holds by Leaſe from Sir *T. C.* Knight, for a long term of Years yet to come and unexpired, as by the ſaid Leaſe, had your Orator the ſame to produce, and to which your Orator for the greater certainty refers himſelf, when produced will more fully and at large appear. And your Orator further ſheweth unto your Lordſhip, That your Orator having occaſion for a ſum of Mony, your Orator did about the Month of *May*, or

ſome other Month, in the Year of our Lord God, according to the Computation of the Church of *England*, one Thouſand ſix Hundred Eighty ſeven, borrow and take up at Intereſt, the ſum of one Hundred Pounds of Lawful Mony of *England*, of and from *W. T.* late of *R.* in the ſaid County of *S.* deceaſed, your Orators Brother, and for ſecuring the repayment thereof, with lawful Intereſt, at a certain day then to come, and long ſince paſt, your Orator did Aſſign and make over unto the ſaid *W. T.* your Orators ſaid deceaſed Brother, the ſaid Meſſuage and Premiſſes, with the Appurtenances thereunto belonging, for, and during the reſt and reſidue of the ſaid Term and number of Years then to come and unexpired, of and in the ſaid Leaſe ſo made and granted to your Orator by the ſaid Sir *T. C.* Kt. as aforeſaid, under and ſubject to a certain Proviſo or Condition therein mentioned, of and for the Redemption of the Meſſuages and Premiſſes, with the Appurtenances, upon your Orators repayment of the ſaid one Hundred Pounds and Intereſt at a certain day then to come, and now long ſince paſt, as by the ſaid Deed of Aſſignment, had your Orator the ſame to produce, and to which your Orator for the greater certainty, refers himſelf, when produced will more fully and at large appear. And your Orator did at the ſame time deliver unto the ſaid *W. T.* your Orators ſaid late deceaſed Brother, the Original Leaſe of the ſaid Meſſuage

age and Premiſſes, ſo made and granted to your Orator by the ſaid Sir *Thomas Cooke* as aforeſaid, and all other Writings relating to the ſaid Premiſſes. And your Orator ſheweth, That he did not pay the ſaid Principal Monies at the time in the ſaid Aſſignment appointed for payment thereof, by reaſon whereof the Eſtate of the ſaid *W. T.* became abſolute in Law: But your Orator did from time to time pay or cauſe to be paid to the ſaid *W. T.* or his Order, the Intereſt Mony ſo due for the ſaid one Hundred Pounds ſo borrowed and taken up at Intereſt of the ſaid *W. T.* as aforeſaid, as the ſame became due. And your Orator further ſheweth unto your Lordſhip, That about a year after ſuch Mortgage or Aſſignment made by your Orator unto the ſaid *W. T.* of the ſaid Meſſuage and Premiſſes, ſcituate, lying, and being in *L.* aforeſaid, in the ſaid County of *S.* the ſaid *W. T.* your Orators Brother having occaſion for Mony, he imparted and made known the ſame to your Orator; and thereupon your ſaid Orator did about the Months of *May* or *June*, in the Year of our Lord 1688. carry down by water to the ſaid *W. T.* his Houſe at *R.* in the ſaid County of *S.* the ſum of 75 *l.* of lawful Mony of *England*, and deliver and pay the ſame unto the ſaid *W. T.* in part of the ſaid one Hundred Pounds ſo borrowed and taken up at Intereſt by your Orator of the ſaid *W. T.* your Orators Brother as aforeſaid. And your Orator did about the latter

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end of the Month of *Auguſt*, or the beginning of the Month of *September* in the ſaid Year of our Lord 1688. carry down by water to the ſaid *W. T.* his Houſe at *R.* aforeſaid, in the ſaid County of *S.* the ſum of 25 *l.* remainder of the ſaid 100 *l.* ſo borrowed and taken up at Intereſt by your Orator of the ſaid *W. T.* your Orators Brother as aforeſaid, and afterwards, that is to ſay, on or about the ſixteenth day of *February* following, which was in the ſaid Year of our Lord 1688. your Orator and the ſaid *W. T.* did come to an Account, not only as to the Intereſt of the ſaid 100 *l.* ſo borrowed and taken up by your Orator, and which was paid in by your Orator to the ſaid *W. T.* as aforeſaid, but alſo as to all other matters in difference between your Orator and the ſaid *W. T.* at which time the ſaid *W. T.* did ſeal and deliver to your Orator a General Releaſe in the preſence of ſeveral Credible Witneſſes, as by the ſaid General Releaſe now remaining in your Orators Cuſtody ready to be produced to this Honourable Court, and to which your Orator for the greater certainty refers himſelf, when produced, will more fully and at large appear, and at the ſame time the ſaid *W. T.* did offer to have delivered up to your Orator the ſaid Aſſignment or Mortgage Deed to be cancelled, and alſo hath redelivered the ſaid Original Leaſe of the ſaid Premiſſes to your Orator. But your Orator having by ſome miſcarriages not long before, loſt out of your

your Orators Houſe ſeveral ſums of Mony of our Orators, and ſeveral Bonds and Securities for ſeveral conſiderable ſums of Mony, and other Writings of your Orators to your Orators great prejudice; and the ſaid *W. T.* your Orators late deceaſed Brother having all along profeſſed a great affection and kindneſs for your Orator, promiſing to leave to your ſaid Orator, all or the greateſt part of his Eſtate after his the ſaid *W. T*'s deceaſe, your Orator did not take up the ſaid Original Leaſe and Deed of Aſſignment, or Mortgage of the Premiſſes, but deſired the ſaid *W. T.* your Orators Brother, to carry them back with him to his own Houſe at *R.* and lay them up for your Orator, your Orator ſuppoſing them to be ſafer there than in his own Houſe, for the reaſons aforeſaid. And your Orator well hoped, that he ſhould never more have been queſtioned or called to account for the 100 *l.* Principal Mony ſo borrowed by your Orator of the ſaid *W. T.* as aforeſaid, or any part thereof, your Orator having paid the ſame to the ſaid *W. T.* as aforeſaid, in his Life-time, and having a General Releaſe under the Hand and Seal of the ſaid *W. T.* as aforeſaid. But now ſo it is, may it pleaſe your Lordſhip, That the ſaid *W. T.* ſoon after your Orators borrowing the ſaid 100 *l.* as aforeſaid, he the ſaid *W. T.* made his laſt Will and Teſtament in Writing, unknown to your Orator, and therein takes notice of the Aſſignment or Mortgage made by your Orator to him of the

the aforeſaid Meſſuage or Tenement and Premiſſes, and gives the Leaſe and Aſſignment of the ſaid Premiſſes to *H. W.* of *T.* in the County of *Middleſex Clark*, your Orators Siſters Son, with Condition, that if your Orator ſhould pay the 100 *l.* without Intereſt, within two years after the deceaſe of him the ſaid *W. T.* to the ſaid *H. W.* then the ſaid *H. W.* was to reaſſign the Premiſſes to your Orator, as by the ſaid Will, had your Orator the ſame to produce, and to which your Orator for the greater certainty refers himſelf, when produced will more fully and at large appear; and the ſaid *VV. T.* hapning to depart this Life without making any other Will, as is pretended by the ſaid *H. VV.* and *A.* the Widow and Relict of the ſaid *VV. T.* who hath ſince the death of the ſaid *VV. T.* proved the ſaid Will in due form of Law, and entring into a Combination with the ſaid *H. VV.* with an intent to defeat and defraud your Orator of the ſaid Meſſuage and Premiſſes, or at leaſt to extort one Hundred Pounds, or ſome other conſiderable ſum of Mony from your Orator, ſhe the ſaid *A. T.* Widow and Relict of the ſaid *VV. T.* finding your Orators ſaid Original Leaſe and Aſſignment of the Premiſſes amongſt her Husbands Writings, delivered the ſame up to the ſaid *H. VV.* who immediately thereupon, and without any due courſe of Law, by ſome indirect means got poſſeſſion of the ſaid Meſſuage and Premiſſes, with the Appurtenances, and receives the

the Rents thereof, and detains the ſame from your Orator with the Original Leaſe and Aſſignment, notwithſtanding the ſaid *A. T.* and the ſaid *H. VV.* well knew that the ſaid Hundred Pounds and Intereſt was long ſince paid to the ſaid *VV. T.* in his Life-time and not long before his death; and that the ſaid *VV. T.* had ſealed and delivered a General Releaſe to your Orator; and that the Deed of Aſſignment and Original Leaſe was returned back by your Orator, and left with him the ſaid *VV. T.* for the reaſons herein before ſet forth, and upon no other account whatſoever, ſhe the ſaid *A. T.* being privy to, and ſaw your Orator pay unto the ſaid *VV. T.* in his Life-time, the whole Hundred Pounds Principal-Mony, or the greateſt part thereof; and both the ſaid *A. T.* and *H. VV.* have often heard the ſaid *W. T.* in his Life-time declare to ſeveral Credible Perſons, that your Orator had paid him the Hundred Pounds and Intereſt, and that he had ſetled and adjuſted Accounts with your Orator, and Sealed and delivered to your Orator a General Releaſe; yet the ſaid *H. VV.* detains and keeps the poſſeſſion of the Premiſſes, and refuſes to deliver to your Orator the Original Leaſe and Aſſignment, although your Orator hath oftentimes in a Friendly manner requeſted him ſo to do. All which Actings and Doings of the ſaid *A. T.* and *H. VV.* are contrary to all Equity and good Conſcience, and tend to your Orators great Wrong and apparent

parent Injury, and the rather, for that your Orators Witneſſes, who could prove the whole Premiſſes to be true, are either dead, or gone into parts beyond the Seas far remote and unknown to your Orator, ſo that your Orator is altogether remedileſs in the Premiſſes, at, and by the ſtrict Rules of the Common law of this Kingdom, and only relievable before your Lordſhip in this Honourable Court, where Frauds and Caſes of this Nature are properly relievable and determinable; your Orator well hoping that the Confederates will upon their Oaths make a full diſcovery of the Premiſſes when called thereunto. To the end therefore, that the ſaid *A. T.* may upon her ſeveral and reſpective Corporal Oath ſet forth and diſcover, whether ſhe did not find ſuch Original Leaſe and Aſſignment of the Premiſſes in queſtion, amongſt the Writings of the ſaid *VV. T.* after his deceaſe, and whether ſhe did not deliver the ſame to the ſaid *H. VV.* in hopes of reaping ſome benefit thereby; and whether ſhe doth not well know and remember, that your Orator did not at two ſeveral times bring down by water to the ſaid *VV. T.* his Houſe at *Rowhampton*, in the Life-time of the ſaid *VV. T.* one Hundred Pounds, or what other ſum or ſums of Mony, and pay the ſame to the ſaid *VV. T.* upon the account of the Premiſſes in queſtion, as is herein before ſet forth; and what part of it ſhe ſaw paid. And that the ſaid *H. VV.* may ſet forth how he

he came into poſſeſſion of the Premiſſes in queſtion, and what mony he hath raiſed and received out of the Rents, Iſſues and Profits of the Premiſſes ſince his being in poſſeſſion of the ſame; and that both the ſaid Confederates may ſet forth, diſcover and declare whether they, or one, or both of them, and which of them in particular, have heard the ſaid *VV. T.* in his Life-time, and not long before his death declare, that your Orator had paid him in the ſaid Hundred Pounds Principal-Mony, and that he had given your Orator a General Releaſe; and that they may true and perfect anſwer make to all and ſingular other the Premiſſes, as if particularly interrogated; and that the ſaid *H. VV.* may ſhew cauſe, if he can, why he ſhould not deliver unto your Orator the Original Leaſe and Aſſignment of the Premiſſes in queſtion, and pay unto your Orator all ſuch ſums of Mony as he hath received out of the Premiſſes, with your Orators Coſts and Damages; and that he may be compelled ſo to do by the Decree of this Honourable Court, and your Orator relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience. May it therefore pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator their Majeſties Moſt Gracious Writ or Writs of Subpœna, to be directed unto the ſaid *A. T.* and *H. VV.* thereby commanding them, and either of them, at a certain day, and under

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a certain pain therein to be limited, perſonally to be and appear before your Lordſhip in their Majeſties High and Honourable Court of *Chancery*, then, and there upon their ſeveral Corporal Oaths, true and perfect Anſwer to make to all and ſingular the Premiſſes; and further, to ſtand to and abide ſuch Order, Direction and Decree in the Premiſſes, as to your Lordſhip ſhall ſeem meet. And your Orator ſhall ever pray, *&c.*

Bills againſt Fraud and Colluſion.

A Bill to ſet aſide a Fraudulent Will.

HUmbly, *&c.* ſheweth, *&c.* your Orator *G.E.* Citizen, *&c.* That *R. I.* late of, *&c.* Widow having left her by the Will of *J. I.* her late deceaſed Husband, the ſum of 1400 *l.* in ready mony, all his Plate, Houſhold-Goods, and all manner of Utenſils of Houſhold-ſtuff, over and above his Debts, which amounted in the whole to upwards of 4000 *l.* of lawful mony of *England*, or ſome ſuch great Sum of mony to diſpoſe of as ſhe pleaſed amongſt her own Relations, who departed this life on or about, *&c.* as by the ſaid Will of the ſaid *J. I.* now remaining upon Record in the Prerogative Court of *Canterbury*, and to which your Orator, for the greater certainty refers himſelf, will more at large appear. And your Orator farther ſheweth, That the ſaid *R. I.* having made a conſiderable improvement of the Eſtate ſo left her by the ſaid *J. I.* her deceaſed Husband, as aforeſaid, and being conſcious to her ſelf that it was the deſire of her ſaid Husband that the Eſtate ſo left her by him as aforeſaid, ſhould go to her neareſt Relations after her the ſaid *R. I.*'s deceaſe; ſhe the ſaid *R. I.* did about the month of *February* or *March*, which was in the year 1689. ſend to your Orator by one of her Servant Maids, deſiring your Orator to come to her, being ſenſible ſhe

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a certain pain therein to be limited, perſonally to be and appear before your Lordſhip in their Majeſties High and Honourable Court of *Chancery*, then, and there upon their ſeveral Corporal Oaths, true and perfect Anſwer to make to all and ſingular the Premiſſes; and further, to ſtand to and abide ſuch Order, Direction and Decree in the Premiſſes, as to your Lordſhip ſhall ſeem meet. And your Orator ſhall ever pray, *&c.*

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drew towards her end, and that ſhe had no other Relation but your Orator in being, and that ſhe was obliged in Conſcience and by the Will of her deceaſed Husband to leave all or the greateſt part of her Eſtate to your Orator, as her next and neareſt Relation, your Orator being her Couſin German, and make him your ſaid Orator Executor of her laſt Will and Teſtament; the which the Servant ſo ſent by the ſaid *R. I.* to your Orator, as aforeſaid, often repeated to your Orator, and that ſhe came to your Orator in point of Conſcience, by Order of her Miſtreſs, who thought her ſelf obliged in Conſcience to leave the greateſt part of her Eſtate to your Orator, and make him your ſaid Orator Executor of her laſt Will and Teſtament, which ſhe was then deſirous to make, and ordered your Orator to bring a perſon along with him that was qualified for that purpoſe: and thereupon your Orator did immediately go and ſee the ſaid *R. I.* his Kinſwoman, and brought with him a perſon qualified for making her laſt Will and Teſtament, according to her deſire, who received your Orator very kindly, and as a token of her kindneſs and affection for your Orator, ſhe the ſaid *R. I.* did not only at that time preſent and give unto your Orator the Watch of her deceaſed Husband *J. I.* but alſo deſired your Orator to requeſt the man he brought with him to take Inſtructions for the making of her laſt Will and Teſtament in writing, which was accordingly done and approved

of

of by the ſaid *R. I.* who did not only at that time in the preſence of her Maid Servant that then attended her by the name of *P. H.* give your Orator an account of what mony ſhe the ſaid *R. I.* had then in the Houſe by her, being ſeveral hundred of pounds; deſiring him to tell over the ſame, but alſo a full account of her Debts and other Eſtate, and of a parcel of ſingle mony which ſhe the ſaid *R. I.* had then in the Houſe by her, which ſingle mony your Orator was deſired by the ſaid *R. I.* to give and diſtribute among the poor of the Pariſh where ſhe the ſaid *R. I.* lived, as he your Orator ſhould think fit, after ſhe the ſaid *R. I.* ſhould depart this Life; and then deſired your Orator to get the Inſtructions that were taken for her laſt Will and Teſtament to be engroſſed fair, in order to her executing of the ſame, and thereupon your Orator at that time took his leave of her the ſaid *R. I.* leaving her to the care and charge of her Maid Servant *P. H.* And afterwards *(viz.)* on or about the tenth of *March*, which was in the year of our Lord 1689. your Orator, together with the perſon who took Inſtructions for the drawing of her the ſaid *R. I*'s. laſt Will and Teſtament in writing, did go to the ſaid *R. I.* with a draught of her ſaid Will, which was read over to her, and approved of by her, in the preſence of her Maid Servant *P. H.* and ſeveral other perſons; by which Will the ſaid *R. I.* did bequeath to her Maid Servant *P. H.* and ſeveral other Perſons, ſeveral conſidera-

ble Lagacies, and left your Orator her ſole Executor, as by the draught of the ſaid Will ſo approved of by the ſaid *R. I.* as aforeſaid, now remaining in your Orators cuſtody, and ready to be produced to this Honourable Court will more fully and at large appear. And your Orator further ſheweth, That the next day after the draught of the ſaid *R. I.*'s Will was approved of by the ſaid *R. I.* your Orator and the perſon that drew the ſaid Will went to the Houſe of the ſaid *R. I.* with the Will engroſſed fair in order to have the ſame executed by the ſaid *R. I.* but the ſaid *P. H.* the Maid Servant of the ſaid *R. I.* pretended to your Orator, that her Miſtreſs was then aſleep, and deſired your Orator to leave the ſaid Will with her, and ſhe would undertake to get it executed by the ſaid *R. I.* who was to keep the ſame by her until the time of her death, and thereupon your Orator did leave the ſaid Will with the ſaid *P. H.* not doubting but that ſhe would get the ſame executed by her ſaid Miſtreſs, and the rather for that ſhe the ſaid *P. H.* had a very conſiderable Legacy left her by the ſaid *R. I.* and more than could reaſonably be expected by any Servant that was no Relation. But ſo it is may it pleaſe your Lordſhip, That the ſaid *P. H.* having gotten the Will ſo to be executed by the ſaid *R. I.* as aforeſaid into her cuſtody, immediately ſent for her Mother, and ſeveral other Relations of her the ſaid *P. H.* to be with her in the ſaid *R. I.* her Houſe, and from that day to the time

time of the death of the ſaid *R. I.* would never permit your Orator to ſee her, notwithſtanding ſhe well knew your Orator was the neareſt Relation the ſaid *R. I.* her Miſtreſs had in being, and of the great kindneſs and affection that ſhe had to your Orator, notwithſtanding your Orator went ſeveral times to ſee his Kinſwoman before her death. But the ſaid *P. H.* entring into a Combination and Confederacy to and with *R. C.* and ſeveral other perſons, debtors to the ſaid R. *I.* as by the ſaid ſeveral Bonds remaining now in the hands of the ſaid *P. H.* or ſome other of the Confederates, and to which your Orator for the greater certainty refers himſelf, when produced will, more fully and at large appear; and to and with ſeveral other perſons unknown, whoſe Names, when diſcovered, your Orator prays may be made parties to this his Bill, with apt words to charge them, with an intent to defeat and defraud your Orator of the greateſt part of the ſaid *R. I.* her Eſtate, ſhe the ſaid *P. H.* by the advice of ſome ill-minded perſons, as your Orator hath juſt ground to believe, and doubts not but to prove and make out to this Honourable Court, did cauſe a Will to be made, by the Will which your Orator left with her to be executed by the ſaid *R. I.* and made her ſelf Executrix therein, and cauſed the ſaid *R. I.* to execute the ſame inſtead of the Will your Orator left with her to be executed, wherein your Orator is left the ſaid *R I.*'s ſole Executor, and 5 or 6 days

before the ſaid *R. I.* was buried, if not before the breath was out of her Body, went to the Prerogative Office and proved the ſaid Will as the laſt Will and Teſtament of the ſaid *R. I.* without giving your Orator any manner of notice thereof, ſo that your Orator could not by any means enter any Caveat or prevent the probate of the ſaid fraudulent Will, ſo obtained by the ſaid *P. H.* as aforeſaid. And the ſaid *P. H.* by virtue of the ſaid fraudulent Will hath poſſeſſed her ſelf of the whole real and perſonal Eſtate of the ſaid *R. I.* conſiſting moſt of it in ready Mony, Plate, Jewels, Bills, Bonds, Leaſes, Judgments, Extents, Mortgages, and all manner of Houſhould-Goods, amounting to the value of 4000 *l.* or ſome other great Sum of Mony, without taking any manner of notice of your Orator, or giving your Orator any account of the ſame, pretending your Orator had only 10 *l.* left him by the ſaid fraudulent Will, and that the ſaid *R. I.* would have done better for your Orator had not your Orator misbehaved himſelf: When in truth the ſaid *P. H.* well knows the contrary, and that your Orator never any ways diſobliged the ſaid *R. I.* in her life-time, and that your Orator was never permitted to ſee the ſaid *R I.* his Kinſwoman after he left the ſaid Will to be executed by her as aforeſaid. All which tranſactions and doings of the ſaid Confederates are contrary to Equity and good Conſcience, and tend to your Orators great wrong and apparent damage. In tender con-

ſideration whereof, and foraſmuch as your Orator hath no relief againſt the fraudulent proceedings of the ſaid *P. H.* but before your Lordſhip in this Honourable Court, where Frauds and Caſes of this nature are properly relievable; and the rather for that your Orator wholly relyes upon the Oaths of the ſaid *P. H.* and the reſt of the Confederates when diſcovered, for an ample and full diſcovery of the Premiſſes, who, when called thereto your Orator well hopes and doubts not but that they will ſet forth and diſcover. To the end therefore that the ſaid *P. H.* may upon her ſeveral and reſpective corporal Oath ſet forth and diſcover whether the ſaid *R. I.* did not in her life-time ſend for your Orator and own him to be her neareſt Relation, and declare that in point of Conſcience ſhe was obliged to leave him the greateſt part of her Eſtate, and leave him to be Executor of her laſt Will and Teſtament, and whether ſhe did not then in token of her kindneſs, give your Orator her Huſbands Watch, and order ſome perſon to take Inſtructions for the drawing her Will, and whether your Orator did not bring a Scrivener along with him, who took Inſtructions and drew her Will, and whether the ſame was not read over and approved of by the ſaid *R. I.* and whether ſhe did not then give your Orator an account of her Eſtate, and order your Orator to tell over the Mony in the Houſe, and to diſtribute a parcel of ſingle Mony ſhe had by her amongſt

the poor of the Pariſh where ſhe lived after her deceaſe, and whether ſhe did not then declare your Orator her ſole Executor, and whether your Orator with the Scrivenner that drew the Will of the ſaid *R. I.* did not come with the Will fairly engroſſed in order to have the ſame executed, and whether ſhe did not then pretend her Miſtreſs *R. I.* to be aſleep, and whether your Orator did not leave the Will with her for her Miſtreſs to execute, and whether ſhe would ever after permit or ſuffer your Orator to ſee the ſaid *R. I.* his Kinſwoman, and how ſhe got the fraudulent Will executed, and who were her Adviſers therein, and whether ſhe did not carry the ſame into the Prerogative Office and prove it before the death of the ſaid *R. I.* or how long after; and that the ſaid *P. H.* may ſet forth what Gold, Silver, Plate, Rings, Jewels, Bills, Bonds, Leaſes, Mortgages, Judgments and Extents, Houſhold-Goods and Utenſils of Houſhold-ſtuff, at the time of the ſaid *R. I.* making ſuch Will, and your Orator Executor thereof, as is herein before ſet forth, was in the Houſe of the ſaid *R. I.* and what part thereof was removed before the death of the ſaid *R. I.* and what after her death, and by whom the ſame was removed, and where, and what part is ſtill remaining in the Houſe where the ſaid *R. I.* dyed, and annex a Schedule to her Anſwer of the ſame, and thereby ſet forth the Whole Eſtate of the ſaid *R. I.* both real and perſonal, with the particulars and true values thereof, and wherein the

the ſame conſiſted, and that ſhe may be compelled to bring into this Court the Will your Orator left with her to be executed by the ſaid *R. I.* his Kinſwoman, and that ſhe may ſhew cauſe, if ſhe can, why the Eſtate of the ſaid *R. I.* ſhould not be decreed to your Orator, purſuant to the ſaid Will, and that the ſaid *P. H.* and *R. C.* and the reſt of the Confederates and Debtors to the ſaid *R. I.* in her life-time, may ſeverally ſet forth what Sum and Sums of Mony they and every of them ſtand indebted for Principal and Intereſt to the Eſtate of the ſaid *R. I.* and how much for Intereſt, and ſhew cauſe if they can, why the ſame ſhould not be brought into this Court. And that the reſt of the Confederates when diſcovered may Anſwer all and ſingular other the Premiſſes as if particularly Interrogated, and that your Orator may be relieved therein, by the Decree of this Honourable Court, according to Equity and good Conſcience. May it pleaſe your Lordſhip, *&c.*

A Bill for the fraudulent Sale of an Office.

HUmbly, *&c.* ſheweth unto, *&c.* your Orator *J. D.* of, *&c.* Gent. That about the Month of *April* or *May* laſt, in the year of our Lord, 1692. *J. B.* of *D.* in the County of *K.* Gent. and *T. W.* of, *&c.* inſinuated themſelves into your Orators company, your Orator being altogether a ſtranger to them, at which time the ſaid *J. B.* pretended himſelf to be Seal-Keeper of the Town of *D.* and other

other adjacent Towns in the ſaid County of *K.* and that he the ſaid *J. B.* held the ſame by ſome Grant or Deputation from Sir *A. A.* late of the City of *C.* in the ſaid County of *K.* Knight, deceaſed, who the ſaid *J. B.* pretended to be alive, and that he was Judge of the Court of St. *Auguſtine*, which Court he alledged was Monthly held in the ſaid City of *C.* and that the ſaid Court was the moſt ancient Court of Record in the Kingdom of *England.* And the ſaid *J. B.* did farther inſinuate to your Orator, That he the ſaid *J. B.* had by virtue of ſuch Grant or Deputation from the ſaid Sir *A. A.* as aforeſaid, power to ſell and grant to your Orator, or any other perſon, for Life, the Seal-Keepers Place for the Town of *D.* and other adjacent Towns, and that the ſame was a Place of great Credit, and pretended it would be worth 100 *l. per annum* to your Orator for Life, or any other perſon that would purchaſe it of him the ſaid *J. B.* and the ſaid *T. W.* at the ſame time did pretend himſelf to be an Officer belonging to the ſaid *J. B.* as he was Seal-Keeper of the Town of *D.* and other adjacent Towns in the ſaid County of *K.* and averred to your Orator, That the ſaid Seal-Keepers Place was of a greater value than what was pretended by the ſaid *J. B.* alledging that the ſaid Place would be a very fit and creditable Imployment for your Orator. And thereupon your Orator having been lately married, and being willing to ſettle himſelf in ſome good Imployment, and giving credit to the fair ſpeeches

and

and pretences of the ſaid *J. B.* and *T. W.* believing what they ſaid to be true, and that the ſaid Sir *A. A.* was then living, and that the ſaid *J. B.* had by virtue of ſome Deputation or Grant from the ſaid Sir *A. A.* power to ſell and diſpoſe of to your Orator for and during the term of your Orators natural Life, the Seal-Keepers place of the Town of *D.* and other adjacent Towns in the ſaid County of *K.* and that the ſame Place or Imployment might be worth the yearly value of 100 *l.* or thereabouts, your ſaid Orator did thereupon treat with the ſaid *J. B.* about the purchaſe of the ſaid Seal-Keepers Place, and after ſeveral meetings had, and that your Orator had been put to great expence by ſuch meetings, your Orator and the ſaid *J. B.* did come to an Agreement for the ſaid Seal-Keepers Place for the Town of *D.* and other adjacent Towns in the ſaid County of *K.* By which agreement for and in conſideration of the Sum of 45 *l.* to be paid by your Orator to the ſaid *J. B.* the receipt of which is ſince acknowledged by the ſaid *J. B.* and 5 *l.* more to be paid or ſecured to the ſaid *T. W.* the pretended Officer belonging to the ſaid *J. B.* in all the Sum of 50 *l.* the ſaid *J. B.* did undertake to ſell and ſecure unto your Orator, for and during the term of your Orators natural Life, the Seal-Keepers Place for the ſaid Town of *D.* and other adjacent Towns in the ſaid County of *K.* and did undertake and promiſe that he the ſaid *J. B.* would in your Orators own name, at his own proper

per charge, and for your Orators Uſe procure a Grant or Deputation from under the Hand and Seal of the ſaid Sir *A. A.* for the ſaid Place or Office, and not only deliver the Grant or Deputation from under the Hand and Seal of the ſaid Sir *A. A.* to your Orator, as aforeſaid, but alſo to put your Orator into the quiet poſſeſſion of the ſaid Place or Office of Seal-Keepers Place for the ſaid Town of *D.* and other adjacent Towns in the ſaid County of *K.* And thereupon your Orator did purſuant to the ſaid Agreement ſeal and deliver unto the ſaid *J. B.* one Bond or Obligation in the penalty of 100 *l.* or ſome other great penalty for the true payment of 45 *l.* of lawful mony of *England*, to the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, at a certain day then to come, and now long ſince paſt, as by the ſaid Bond or Obligation had your Orator the ſame to produce, and to whom your Orator for the greater certainty therein refers himſelf when produced will appear, and your Orator did alſo at the ſame time or within ſome ſhort time after, ſeal and deliver unto the ſaid *T. W.* the pretended Officer of the ſaid *J. B.* one Bond or Obligation in the penalty of 10 *l.* or ſome other penalty, for the true payment of 5 *l.* of lawful mony of *England*, to the ſaid *T. W.* his Executors, Adminiſtrators or Aſſigns, at a certain day then to come, and now long ſince paſt, as by the ſaid Bond, Writing or Obligation had your Orator the ſame to produce, and to which your Orator for the greater certainty refers him-

himſelf when produced will more fully and at large appear; which ſaid Sums of 45 *l.* and 5 *l.* are the conſideration mony that your Orator was to pay for the Seal-Keepers Office for the Town of *D.* and other adjacent Towns in the ſaid County of *K.*. And your Orator farther ſheweth unto your Lordſhip, That within ſome ſhort time after your Orators entring into ſuch Bonds or Obligations, as aforeſaid, the ſaid *J. B.* and ſeveral other perſons on his behalf, did apply themſelves to your Orators Friends and near Relations, and deſired them to perſwade your Orator to ſpeed the payment of the ſaid 45 *l.* to the ſaid *J. B.* and 5 *l.* to the ſaid *T. W.* for the payment of which your Orator had given ſecurity by Bonds or Obligations as aforeſaid, alledging that the ſooner your Orator entred upon the ſaid Place or Imployment of the Seal-Keepers Office aforeſaid, it would be the more for your Orators advantage, and inſiſted that the ſaid *J. B.* had an opportunity at that time to get a Grant or Deputation in your Orators name, and for his uſe, for the term of your Orators natural Life, for the Seal-Keepers Place for the Town of *D.* and other adjacent Towns in the County of *K.* from the ſaid Sir *A. A.*. And thereupon your Orator did forthwith repair down to the Houſe of the ſaid *J. B.* at *D.* in the ſaid County of *K.* and paid him 20 *l.* in part of the ſaid 45 *l.* and your Orator did within ſome ſhort time after pay unto the ſaid *J. B.* at the Sign of the *Kings Arms* Inn

at

at *Holborn*-Bridge, *London*, the ſum of 15 *l.* more of good and lawful mony of *England*, in part of the ſaid 45 *l.* which your Orator had by Bond or Obligation obliged himſelf to pay unto the ſaid *J. B.* for the ſaid Seal-Keepers Office. And your Orator did within ſome ſhort time after pay unto the ſaid *J. B.* and *T. W.* 15 *l.* more of lawful mony of *England*, which made up the ſums of 45 *l.* and 5 *l.* in all the ſum of 50 *l.* which your Orator was to pay for the purchaſe for the Seal Keepers-Place or Office for the Town of *D.* and other adjacent Towns in the ſaid County of *K.* for and during the term of your Orators natural Life. And the ſaid *J. B.* and ſome of his companions did at the ſame time importune your Orator to drink with them, and after hard drinking of Wine and other ſtrong Liquors, the ſaid *J. B.* did perſwade and prevailed upon your Orator to buy of him the ſaid *J. B.* his Horſe and Accoutrements at the rate of 16 *l.* which your Orator was to pay in ſome ſhort time after, and for the ſecuring the payment thereof to the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, your Orator was at the ſame time drawn in to enter into ſome Bond or Obligation, in the penalty of 32 *l.* or ſome other great penalty for the true payment of the ſaid 16 *l.* at a certain day then to come, and now long ſince paſt, as by the ſaid Bond or Obligation had your Orator the ſame to produce, and to which your Orator for the greater certainty refers himſelf, when produced will more fully

ly and at large appear; notwithstanding the said Horse, Bridle, and other Accoutrements was not then worth above 4 or 5 *l.* at the utmost, neither could your Orator make more of them by sale or otherwise. And your Orator farther sheweth unto your Lordship, That the said *J. B.* did before several credible persons, upon receit of the 45 *l.* so paid him by your Orator as aforesaid, and 5 *l.* paid by your said Orator, upon account of the Bill or Bond entred into by your Orator to the said *T. W.* as is herein before set forth, in all the sum of 50 *l.* of lawful mony of *England*, paid by your Orator for the purchase of the Seal-Keepers Place for the Town of *D.* and other adjacent Towns in the County of *K.* for and during the term of your Orators natural life, faithfully promise your Orator that he the said *J. B.* would within two or three days then next after the receit of such mony so paid him by your Orator as aforesaid, not only bring and deliver unto your Orator a Deputation from under the Hand and Seal of the said Sir *A. A.* for the Seal-Keepers Place aforesaid, for and during the term of your Orators natural Life, and put your Orator into the quiet possession of the same, but also deliver up to your Orator to be cancelled the several Bonds or Obligations which he the said *T. W.* had obtained and gained from your Orator, for the mony that your Orator was to pay for the purchase of the Seal-Keepers place for the Town of *D.* and other adjacent Towns in the

the ſaid County of *K.* And your Orator well hoped that the ſaid Sir *A. A.* had been then living and would have granted to him ſuch deputation as aforeſaid, and that what the ſaid *J. B.* and *T. W.* averred to your Orator at that time for truth was true, and that the ſaid *J. B.* had power to ſell and diſpoſe of for Life to your Orator the Seal-Keepers Place for the Town of *D.* and other adjacent Towns in the ſaid County of *K.* as aforeſaid, and that the ſame would have been worth to your Orator an 100 *l. per annum*, as is herein before ſet forth, and that he the ſaid *J. B.* would have punctually performed all his promiſes made to your Orator touching the Premiſſes, herein before ſet forth, and that your Orator ſhould have been put into the quiet poſſeſſion of the ſaid Seal-Keepers Place for the Town of *D.* and other adjacent Towns, and enjoyed the ſame during the term of your Orators natural Life. But ſo now it is, may it pleaſe your Lordſhip, the ſaid *J. B.* and *T. W.* entring into combination and confederacy together with an intent not only to defeat your Orator of the ſeveral ſums of mony which they or one or both of them have received and had from your Orator, for the purchaſe of the Seal-Keepers Place for the Town of *D.* and other the adjacent Towns in the County of *K.* as aforeſaid, but alſo to extort from your Orator another ſum of mony, never came near your Orator ſince the receit of the ſeveral ſums of mony herein before ſet forth,

to

to deliver to your Orator the Deputation or Grant under the Hand and Seal of the ſaid Sir *A. A.* for the ſaid Keepers Place for the Seals of the ſaid Town of *D.* and other adjacent Towns in the ſaid County of *K.* or to put your Orator into the quiet poſſeſſion of the ſame, according to his Contract and Agreement made with your Orator as aforeſaid; but inſtead of ſo doing, the ſaid *J. D.* hath put the ſeveral Bonds or Obligations in ſuit againſt your Orator, and endeavours to recover the Penalty thereof, without taking notice of the ſeveral ſums of mony he hath received from your Orator in full ſatisfaction for the ſame, notwithſtanding the ſaid *J. D.* had never any power to ſell or diſpoſe of the ſaid Seal-Keepers Place for the ſaid Town of *D.* and other adjacent Towns in the ſaid County of *K.* nor was the ſaid Sir *A. A.* living at the time of his the ſaid *J. D.* ſelling the ſaid Place to your Orator, and receiving of your Orator the ſeveral ſums of mony herein before ſet forth, for the purchaſe of the ſame, as your Orator is ready to prove and make out to this Honourable Court. All which doings and tranſactions of the ſaid *J. D.* and *T. W.* are contrary to all Equity and good Conſcience, and tend to your Orators great Wrong and apparent Damage. In tender conſideration whereof, and foraſmuch as your Orator is altogether remedileſs, *&c.* And the rather for that your Orators Witneſſes, *&c.* ſo that your Orator wholly relyes upon the Oaths of the Con-

federates for a full diſcovery of the Premiſes. To the end therefore that the ſaid *J. D.* may upon his ſeveral and reſpective corporal Oaths ſet forth and diſcover whether he did not inſinuate himſelf into your Orators company and afterwards ſell unto your Orator the Seal-Keepers Place for the Town of *D.* and other adjacent Towns in the County of *K.* and promiſe your Orator a Grant or Deputation from under the Hand and Seal of Sir *A. A.* and to put your Orator into the quiet poſſeſſion of the ſame, and whether he hath not received from your Orator for the purchaſe of the ſame, the ſeveral ſums of mony herein before ſet forth, or what other ſum or ſums of mony, and whether he hath not ſuch Bonds or Obligations from your Orator upon the account of purchaſing the ſaid Place, and whether he did not ſell your Orator ſuch Horſe and other Accoutrements, and take ſuch Bill or Bond from your Orator, for payment of the ſame, as aforeſaid, or whether the ſaid Horſe and Accoutrements were then worth more to be ſold than 5 *l.* or what other ſum; and that they may anſwer all and ſingular the premiſſes, and ſhew cauſe, if they can, why they ſhould not deliver up the ſaid Bonds or Obligations to your Orator to be cancelled, and repay to your Orator all ſuch ſum or ſums of mony as they both or one of them have received from your Orator with his Damages, your Orator being willing to diſcount and allow to the ſaid *J. D.* what the Horſe

and

and Accoutrements ſhall appear *bona fide* to be worth; and that your Orator may be relieved in the Premiſſes, May it, *&c.*

A Bill to diſcover an Eſtate kept from an Heir by Fraud.

HUmbly, *&c.* ſheweth, *&c.* your Orator *I. D.* of, *&c.* in the County of the City of *York*, Gent. Couſin and next Heir of *J. I.* of *W.* in the ſaid County of *York*, Gent. That the ſaid *J. I.* being in his life time and at the time of his death, ſeiſed in Fee-ſimple, or of ſome other good Eſtate of Inheritance, to him and his Heirs, of and in all the Manor of *W.* parcel of the Manor of *R.* in the ſaid County of *Y.* and of and in divers other Houſes, Lands, Tenements and Hereditaments, within the Pariſhes and Townſhips of *R.* and *W.* aforeſaid, and elſewhere in the ſaid County of *York*, worth 100 *l. per annum*, and upwards, and 2000 *l.* to be ſold and upwards, and being alſo poſſeſſed of a very conſiderable perſonal Eſtate to the value of 300 *l.* and upwards, he the ſaid *J. I.* in or about the year of our Lord, 1685. dyed Inteſtate, and without making any diſpoſition of the ſaid Eſtate, and leaving no other Iſſue behind him but *A.* his Son and Heir, to whom the Eſtate after the death of his ſaid Father did come and diſcend, though but then an Infant of tender years, who ſhortly after the death of his ſaid Father dyed without Iſſue of his Body, whereby the ſaid Premiſſes and right

of Adminiſtration to the ſaid *J.* and *A.* their perſonal Eſtate did diſcend and belong to your Orator, as next Couſin and Heir to the ſaid *A.* and to his ſaid Father *J.* (that is to ſay) the Son of *Heſter I.* who married *T. D.* who was your Orators Father, which ſaid *Heſter* was Aunt to the ſaid *J. I.* and your Orator by reaſon of ſuch his right and title ought to have and enjoy the real and perſonal Eſtate of the ſaid *J. I.* But now ſo it is, may it pleaſe your Lordſhip, That *M. I.* the Widow and Relict of the ſaid *J. I.* who hath ſince intermarried with one *W. B.* combining and confederating together, and to and with *M. H.* of *London*, Gent. and a Clerk in the ſix Clerks Office, and with ſeveral other perſons as yet unknown to your Orator, who, as they ſhall be diſcovered, your Orator prays may be made parties to this Bill, with apt words to charge them how to defraud and diſinherit your Orator of the ſaid real and perſonal Eſtate of the ſaid *J. I.* they the ſaid Confederates or ſome of them did immediately after the deceaſe of the ſaid *J. I.* enter into and ſeize upon all the real and perſonal Eſtate of the ſaid *J. I.* and have, or ſome of them hath ever ſince enjoyed the ſame, and received the profits thereof, and have ſold and diſpoſed of the ſaid perſonal Eſtate to the value of 300 *l.* and upwards and converted the ſame to their own private ends and uſes; and now the ſaid Confederates do pretend and give out in ſpeeches that the ſaid *J. I.* ſometime before his death,

that

that is to ſay, on or about the Month of *February*, which was in the year of our Lord God 1685. did make his laſt Will and Teſtament in writing, and did therein and thereby give and deviſe the Lordſhip of *W.* and all his Houſes, Lands and Tenements and Hereditaments whatſoever within *W.* and the Pariſh of *R.* or elſewhere in the ſaid County of *Y.* unto the ſaid *M.* his Wife, *P. H.* of *L.* in the ſaid County of *Y.* Gent. (but ſince deceaſed) without iſſue, and unto the ſaid *M. H.* who is the ſaid *P. H.* his Brother and Heir, and to their Heirs and Aſſigns for ever; whereas your Orator doth here particularly charge, That the ſaid *J. I.* did either not make any Will or ſuch diſpoſition of the ſaid Premiſſes, as aforeſaid, or he was at that time ſo weak and imperfect in his underſtanding that he was not of ability to make ſuch Will or diſpoſition, but in caſe this Honourable Court ſhall be ſatisfied that the ſaid *J. I.* did make ſuch Will and diſpoſition of the ſaid Premiſes, and was capacitated ſo to do, then your Orator doth charge, That ſuch Will, diſpoſition and bequeſt of the ſaid Premiſſes, was only to the intent and purpoſe to ſell and diſpoſe ſo much thereof for the payment of his Debts, as his perſonal Eſtate could not extend to pay, and that after ſuch Sale and payment made as aforeſaid, the reſidue of the ſaid real Eſtate was by ſome other Clauſe in the ſame pretended Will limited and appointed to go to his Son *A.* and his Heirs for ever, and for want of Heirs of his Bo-

dy to the right Heirs of the ſaid *J. I.* for ever, and made the ſaid *A. I.* Executor thereof; and the ſaid *A. I.* being ſince deceaſed without Iſſue of his Body, and your Orators Mother *Heſter I.* having three Brothers, namely *A. H.* and *J.* and three Siſters *B. A.* and *J.* who are long ſince dead without Iſſue, except the ſaid *Abraham*, and the ſaid *A.* having had three Sons, *A. J.* and *Jacob*, *J.* under whom your Orator claims, as aforeſaid, the ſaid *A.* and *J.* the ſaid *Jacobs* Brothers being both alſo dead without Iſſue, your Orator is adviſed he is next Heir at Law to the ſaid *Jacob I.* as aforeſaid, and as ſuch he is very well entituled to the ſaid Remainder of the ſaid Premiſſes, after all Debts paid, in caſe there be ſuch Will, and ought to have an account from the ſaid Confederates, of the real and perſonal Eſtate of the ſaid *J. I.* which they altogether refuſe to do, although in all friendly manner requeſted ſo to do, but on the contrary do pretend that they either have ſold or muſt ſell all the ſaid whole Eſtate for the payment of the ſaid *J. I.*'s Debts, whereas your Orator doth here particularly charge, that the perſonal Eſtate of the ſaid *J. I.* together with the profits of the real Eſtate received by them, with the mony they have raiſed by ſale of ſome part of the Premiſſes would have been ſufficient to have paid all his juſt Debts, with a great over-plus, if the ſame had been imployed and laid out to that purpoſe; for your Orator doth charge, that the

the ſaid *J. I.* was little or nothing indebted upon their own proper account, or for his own Debts, but if there was any Debt, the ſame were Debts which he had engaged himſelf for the Debt or damage of ſome other perſons, and the which perſons were then able to have paid and diſcharged the ſame, if they had been carefully looked after, but now by the negligence of the ſaid Confederates, they are now become inſolvent, and now the ſaid Confederates would charge the ſaid Eſtate with the payment of ſuch Debts, which your Orator hopeth this Court will not permit, but lay the burthen and charge thereof upon the ſaid Confederates, or where ſuch miſcarriage and default ſhall appear to this Honourable Court, that there are any Debts of the ſaid *J. I.* yet ſtanding out and unpaid, your Orator hopes this Honourable Court, for the preſerving of the ſaid Eſtate, and to keep it intire, will compel the ſaid Truſtees and Confederates to aſſign and transfer their Truſts and Eſtates to your Orator, upon your Orators payment or undertaking the payment of ſuch Debts as are remaining unpaid. And your Orator doth farther charge, That the ſaid Confederates by the combination aforeſaid, to make a greater benefit to themſelves out of the ſaid Eſtate of the ſaid *J. I.* and to clog the ſame with the whole Debts which they pretend to be owing by him, they the ſaid Confederates have either made ſome compoſition of ſeveral of the ſaid pretended Debts, or there was ſome abatement made

thereof to them, upon payment of ſuch Debts as they were to have or had ſome benefit or advantage thereby, or elſe ſuch payments as they pretend they made were only in ſhew and falſe, and all or ſome part thereof was repaid to ſome of them, or to ſome perſons for ſome of their uſes, or they had ſome gratuity or reward for making payment of ſome of the ſaid Debts, and yet the ſaid Confederates do pretend they have paid the whole of ſuch Debts, and do deſign to charge the ſaid Eſtate with the whole Debts, and refuſe to apply ſuch abatement, benefit and advantage to the ſaid Eſtate, as in all Equity and Conſcience they ought to do; and at other times the ſaid Confederates *B.* and his ſaid Wife do give out in Speeches that by another clauſe of the ſaid Will, the ſaid Confederate *M.* was to have and receive out of the ſaid Lands at *W.* the rent of 20 *l.* *per annum*, or elſe the Intereſt of 340 *l.* half yearly, during her Life, and do threaten to charge the ſaid Eſtate with the ſaid Rent or payment, whereas your Orator doth here alſo charge that in caſe there be any ſuch clauſe or bequeſt, the ſame was made conditionally, That in caſe of any of the Lands at B. (which were ſetled upon the ſaid *M.* for her Jointure ſhould be ſold) then the ſaid yearly rent or payment was to be made to her during her natural Life, in lieu thereof, but not otherwiſe. And your Orator doth charge, that no part of the ſaid Land at *B.* hath hitherto been ſold nor any occaſion for the

the ſame, therefore ſuch demand of the ſaid Rent is without title or colour of any right, and your Orator hopeth this Court will compel the ſaid Confederates to releaſe ſuch claim and demand upon your Orators payment of the reſidue of the ſaid *J. I.*'s debts, as aforeſaid; all which actings and doings of the ſaid Confederates are contrary to Equity and good Conſcience and tend to your Orators manifeſt oppreſſion and diſinheriſon. In tender conſideration whereof, and foraſmuch as your Orator is altogether remedileſs in the Premiſſes by the courſe of the Common Law of this Realm, or elſewhere, but in a Court of Equity before your Lordſhips, where matters and practices of this nature are properly examinable, and to be relieved; and the rather for that your Orators Witneſſes who could prove the truth of the Premiſſes, are either dead, beyond the Seas, or in places remote and unknown to your Orator, ſo that your Orator cannot diſcover the practices of the ſaid Confederates but by their Anſwers in this Honourable Court, whereunto when they ſhall be called, your Orator hopeth they will confeſs the truth in all the matters and charges aforeſaid. To the end therefore that the ſaid Confederates may upon their corporal Oaths true and perfect anſwer make to all and ſingular the matters and charges aforeſaid, as if they were again particularly interrogated; and particularly that they may ſet forth whether your Orator be not next Heir at Law to the ſaid *J.* and *A.* his Son,

or

or if they do not believe the same, and what reason they have to believe to the contrary, and if they do know of any other person, and who by name that is a nearer Heir to the said *J.* and *A.* his Son, and if they do not believe or know that the said *A.* the said *J.* his Son is dead without Issue, and if the said three Brothers and Sisters of your Orators Mother are not all dead without issue, except the said *A.* her Brother, and if they do not know or believe that the said *A.* who was your Orators Mothers Brother had three Sons, *A. J.* and *Jacob*, and if they do not know or believe that the said *A.* and *J.* are also dead without issue, and may set forth if the said *J. I.* was not seised of and enjoyed the said Premisses, and was reputed owner thereof when he dyed, and what the same are or were worth by the year for ten years last past, and may set forth if the said *J. I.* made such Will as is pretended, and if he did, may set forth how long it was made before his death, and if he was sensible and had capacity of making such Will, or knew what he did when he ordered the same to be made, and also when he published the same, and if all his whole mind, instructions and directions were inserted therein, or if any other and what matter than what he directed was put in such Will, and who writ the same, and if the said Will they now set up was read to him in the same form and words it now remains and is in, or in some other or what form or words, and how

how long before he dyed it was ſo read, and did he then declare the ſame to be his laſt Will and Teſtament, and what other words and expreſſions did he uſe in reading or publiſhing ſuch Will, or if he knew what he then did or ſaid, or if he, or who elſe for him did ſubſcribe his name, or only his mark, and who were the Witneſſes thereto, when he ſo publiſhed and ſubſcribed his Will, and alſo where were they and he when the ſaid Witneſſes ſubſcribed their Names to it as Witneſſes, and may diſcover the whole manner and formalities of making and publiſhing the ſaid Will, and how the ſame was done; and that the ſaid Confederates may ſet forth and diſcover if the ſaid *M.* or her ſaid Husband did not upon the death of the ſaid *J. I.* enter into and upon all the ſaid Premiſſes they pretend to be deviſed to be ſold as aforeſaid, and if they or one of them, and who elſe beſides have not ever ſince enjoyed the ſame, or received the Rents and profits thereof, and what hath been yearly made thereof, and what part thereof hath been ſold and diſpoſed of, and when, to whom, and for what, and for how much Mony, and if the ſame was a full and valuable conſideration for ſo much as hath been ſold, and how the mony thereby raiſed, together with the Profits or Rents of the ſaid Premiſſes hath been imployed and diſpoſed of, and to whom, and when, and for what; and that the ſaid Confederates may alſo ſet forth and diſcover the perſonal Eſtate of the ſaid *J. I.* and where-

in

in it did conſiſt, and of what value it was, and how much was upon Specialties or without, and by whom owing, and what ready mony or other things there were, and how the ſame hath been employed, and what Debts of the ſaid *J. I.* have been got in or recovered, and which are yet ſtanding out, and if ſuch perſonal Eſtate of the ſaid *J. I.* was not valued and appraiſed after his death, and to how much it was ſo valued, and if it was not under-valued in ſome and what particulars, and if the Confederates or ſome of them did not ſeize upon ſuch perſonal Eſtate and make a benefit thereof, and may diſcover how they have imployed and diſpoſed of the ſame; and that the ſaid Confederates may ſet forth which of the ſaid Debts are paid or diſcharged, and which are yet unpaid and unſatisfied, and if ſome and which of the ſaid Debts have not been compounded, or ſome abatement thereof made, or if ſome advantage or benefit did not thereby come to ſome, and which of the ſaid Confederates, and that the ſaid Confederates may ſet forth if the ſaid Lands at *B.* are ſold, and that the ſaid Confederates may ſhew cauſe why they ſhould not come to an account with your Orator for the Perſonal Eſtate of the ſaid *J. I.* and the mony made thereof, and out of the Profits made of the Premiſſes, and the mony raiſed by Sale thereof, or any part thereof, or otherwiſe, and why they ſhould not transfer and aſſign their Eſtate and Truſt in the ſaid Premiſſes to your Orator and his Heirs, or

to

to ſome other perſon in truſt for him upon your Orators undertaking and paying the reſidue of the ſaid *J. I.*'s Debts that are yet unpaid, in caſe there be any ſuch, and that the Confederates may be ſtayed by the Injunction of this Honourable Court from ſelling any more of the ſaid Premiſſes, and that the ſaid *M.* and her ſaid Husband may releaſe their right and claim to the ſaid Rent-charge or yearly payment, and that your Orator may be otherwiſe relieved in the Premiſſes as this Honourable Court ſhall Award and Decree, May it pleaſe, *&c.*

Bills to Indemnifie Tenants in paying their Rents.

Complainant Exhibits his Bill againſt the Defendants, being Tenants to the Premiſſes in the Bill, that he may be indemnified by Order of this Court in paying his Rent, and be directed to which of the Defendants he ſhall pay the ſame, there being a Suit depending between the two Defendants, for the Title to the Premiſſes in the Bill.

HUmbly complaining ſheweth unto your Lordſhip, your Orator *M. W.* of *Lambeth*-Marſh, in the Pariſh of *Lambeth*, in the County of *Surry*, Gardiner, That whereas one *E. T.* in the Pariſh of St. *Dunſtans* in the Weſt, *London*, Merchant Taylor, pretending

ing himſelf to be lawfully poſſeſſed of, and entituled unto a certain Meſſuage or Tenement in *Lambeth* Marſh aforeſaid, with a Garden of about one Acre of Ground thereunto adjoyning and belonging, for the reſidue of a Term of years, of which Term divers years are yet to come, did about three years ſince offer to let the ſame to your Orator, and your Orator did agree to become Tenant to the ſame for one year, at the yearly rent of thirteen pounds, and your Orator did continue to hold the ſaid Premiſſes as Tenant at Will, at and under the ſaid Rent of thirteen pounds *per annum*, until *Michaelmas*, which was in the year of our Lord, one thouſand ſix hundred ninety and one, and did pay divers Sums of Mony to the ſaid *E. T.* towards ſatisfaction of the ſaid Rent, and your Orator farther ſheweth, That at or about *Michaelmas*, one thouſand ſix hundred ninety and one, the ſaid *E. T.* and your Orator did come to an account touching all Rent due and in arrear from your Orator for the ſaid Premiſſes, at and before *Michaelmas*, 1691. And your Orator did ſatisfie and pay the ſame to the ſaid *E. T.* And your Orator farther ſheweth, That the ſaid *E. T.* at the time he the ſaid *E. T.* and your Orator ſo accounted together, as aforeſaid, did acquaint your Orator that he had formerly Mortgaged the ſaid Premiſſes to one *W. T.* deceaſed, his Brother, for one hundred pounds, and that the ſaid *W. T.* had by his Will deviſed his Intereſt in the ſaid Premiſſes, by virtue of ſuch Mort-

gage,

gage, to one *Henry Wind* of *Iſleworth*, in the County of *Middleſex*, Clerk, and he the ſaid *E. T.* muſt part with the ſaid Premiſſes, or pay the ſaid *H. W.* the ſaid one hundred pounds, which he did not intend to pay, it being much more than the Premiſſes are worth, and therefore he told your Orator he muſt for the future pay his Rent to the ſaid *H. W.* or to ſuch or the like effect; and the ſaid *H. W.* ſhortly after demanding Poſſeſſion of the ſaid Premiſſes, your Orator, as he was adviſed, he lawfullly might and ought to do, did attorn and agree to become Tenant for the ſaid Premiſſes to the ſaid *H. W.* for one year ending at *Michaelmas* laſt paſt, at and under the ſaid Rent of thirteen pounds *per annum*, and your Orator refuſing to hold the ſaid Premiſſes any longer at that Rent, the ſaid *H. W.* did agree that your Orator ſhould hold the ſame this preſent Year at the Rent of eleven pounds, and your Orator well hoped that upon payment of his ſaid Rent he ſhould have quietly enjoyed the Premiſſes, without any farther trouble or hazard. But now ſo it is, may it pleaſe your Lordſhip, the ſaid *E. T. H. W.* and one *A. T.* who, as is pretended, is Executrix of the laſt Will and Teſtament of the ſaid *W. T.* combining and confederating together with intent to oppreſs your Orator and compel your Orator to pay his Rent twice, the ſaid *E.* doth now pretend and give out that the ſaid Mortgage-Mony with Intereſt was paid or ſatisfied to the ſaid *W. T.* in his life-time, and that the Deed or

Deeds

Deeds whereby the ſame was ſecured, was, were, or ought to have been delivered up to be cancelled and hath lately cauſed your Orator to be areſted in an Action at Law, for the Rent due for the ſaid Premiſſes, and held your Orator to Bail, and pretends the ſaid Rent doth wholly belong to him, and the ſaid *A. T.* and *H. W.* do pretend the ſaid Rent belongs to them or one of them by virtue of the ſaid pretended Mortgage, and of the Will of the ſaid *W. T.* and threaten likewiſe to ſue your Orator for the ſame. In tender conſideration whereof, and foraſmuch as your Orator cannot tell to which of them the ſaid *E. T. A. T.* and *H. W.* he ought or may ſafely pay his ſaid Rent, but is in danger of being doubly charged for the ſame, unleſs he be relieved therein by this Honourable Court. To the end therefore the ſaid *E. T. A. T.* and *H. W.* may anſwer all and ſingular the Premiſſes, and ſet forth and diſcover what Right or Title they reſpectively have or claim to the ſaid Meſſuage or Tenement and Garden, and to the Rent due from your Orator for the ſame, and may interplead touching the ſaid Rent, and that your Orator may upon payment of his ſaid Rent, deducting what your Orator hath paid thereout for Taxes and other Rates and payments charged thereupon to ſuch of them to whom the ſame ſhall appear of right to belong, be indempnified and ſaved harmleſs by the Decree of this Honourable Court, and be fully relieved in all and ſingular the Premiſſes, according-

according to Equity and good Conſcience, and that all proceedings at Law againſt your Orator for the ſaid Rent may be in the mean time ſtayed. May it pleaſe your Lordſhip, the Premiſes conſidered, to grant unto your Orator not only their Majeſties moſt gracious Writ of Injunction to ſtay the Defendants proceedings againſt your Orator at Law, but alſo their gracious Writ of Subpena directed to them the ſaid *E. T. A. T.* and *H. W.* thereby commanding them and either of them, at a certain day, and under a certain pain therein to be limited, perſonally to be and appear before your Lordſhip, then and there to anſwer all the Premiſſes, and that they may alſo ſtand to and abide ſuch other and farther Order, Rule, Direction and Decree, as your Lordſhip ſhall think fit to make: and your Orator ſhall ever pray, *&c.*

Bills to ſubject Lands to ſatisfy Judgments.

Bill brought againſt an Heir and his ſuppoſed Purchaſer, to ſubject the Lands to pay off a Judgment entred into by his Father.

HUmbly, *&c.* ſhews, *&c.* Your Orators *J. H.* of *M.* in the County of *B.* Eſq; *J. H.* of, *&c.* Eſq; Executor of the laſt Will and Teſtament of *J. B.* who was the Relict and Executrix of the laſt Will and Teſtament of *J. B.* late of the City of *London*, Sect. 1. *Vide* Plea and Anſwer in the Title Pleas and Anſwers. Sect. 16.

Gent. and alſo Adminiſtrator *de bonis non* of the ſaid *J. B.* with the ſaid Will annexed, and *E. G.* of *London*, Widow, the Relict and Executrix of the laſt Will and Teſtament of *J. G.* late Citizen and *Fiſhmonger* of *London*, deceaſed; That one *T. G.* of *B.* in the County of *Eſſex*, Eſq; being heretofore indebted unto the ſaid *J. B.* in the Sum of 800 *l.* or ſome ſuch Sum, and not having ready Mony to pay the ſame, did offer to give Security for the ſame by ſuffering or acknowledging a Judgment to the ſaid *J. B.* or any other perſon in truſt for him, whereupon the ſaid *J. B.* did direct him the ſaid *T. G.* to give or acknowledge a Judgment for the ſame, in the name of the ſaid *J. G.* and accordingly the ſaid *T. G.* did acknowledge or ſuffer a Judgment to be recovered againſt him, in *Eaſter* Term, in the thirteenth year of the Reign of our Soveraign Lord the King that now is, for 800 *l.* Debt, beſides coſts of Suit, at the Suit and in the Name of the ſaid *J. G.* as by the Records of the ſaid Court may more fully appear, which ſaid Judgment nevertheleſs was taken in the Name of the ſaid *J. G.* in Truſt for the ſaid *J. B.* And your Orators farther ſhew unto your Lordſhip, That the ſaid *J. B.* having occaſion to take up the Sum of 100 *l.* at Intereſt, did apply himſelf to your Orator *J. H.* to borrow the ſame, and propoſed, as a Security for the repayment thereof, not only to give his Bond for the Penalty of 200 *l.* but alſo to cauſe the ſaid Judgment, ſo as aforeſaid had and obtained againſt

againſt the ſaid *E. G.* in the name of the ſaid *J. G.* to be aſſigned to your ſaid Orator *J. H.* whereupon your ſaid Orator *J. H.* did lend unto him the ſaid *J. B.* the ſaid 100 *l.* and for Security thereof the ſaid *J. B.* did not only enter into a Bond or Obligation, bearing date the 4th day of *May*, 1664. of the Penalty of 200 *l.* but did alſo cauſe the ſaid *J. G.* by a certain Indenture bearing date the ſame 4th day of *May*, to grant, bargain, ſell, aſſign and ſet over unto your Orator, *J. H.* his Executors and Adminiſtrators, as well the ſaid Judgment of 800 *l.* and coſts, as alſo all the benefit, profit, advantage, commodity, Sum and Sums of Mony, and other matter or thing that could or might be had obtained or gotten, by virtue of the ſaid Judgment, or by any Execution, Proceſs or Extent to be ſued thereon, and thereby conſtituted and appointed your Orator his lawful Attorny to ſue forth and proſecute any Execution or Proceſs for the recovery of the ſaid Debt and Coſts againſt the ſaid *E. G.* and in and by the Condition of the ſaid Bond (wherein the Aſſignment of the ſaid Judgment is recited) the ſaid Bond and Aſſignment were to be void in caſe the ſaid *J. B.* his Executors or Adminiſtrators ſhould pay or cauſe to be paid to your Orator *J. H.* the ſaid 100 *l.* and Intereſt at certain times, in the ſaid Condition of the ſaid Bond expreſſed, as by the ſaid Bond or Obligation and Condition thereof, and the Aſſignment of the ſaid Judgment in the cuſtody of your ſaid Ora-

tor *J. H.* ready to be produced to this honourable Court, more fully and at large appeareth. And your Orators farther ſhew, That the ſaid *J. B.* did not pay the ſaid 100 *l.* and Intereſt according to the Condition of the ſaid Bond, whereby the ſame Bond and Aſſignment became abſolute, nevertheleſs your Orator *J. H.* did agree with the ſaid *J. B.* that in caſe he ſhould and did recover and receive all or any part of the Mony due on the ſaid Judgment of and from the ſaid *E. G.* or that the ſaid *J. B.* ſhould and would afterwards pay the ſaid Prencipal and Intereſt due on the ſaid Bond, and pay reaſonable Coſts and Charges as he ſhould or might be put unto in recovering his Mony, he your Orator would deliver up the ſaid Bond to be cancelled and account with him concerning the Premiſſes, in caſe he had received any Mony on the ſaid Judgment, and to aſſign the ſame as the ſaid *B.* ſhould think fit. And your Orators farther ſhew unto your Lordſhip, That the ſaid *E. G.* at the time of his acknowledging or ſuffering the ſaid Judgment to be recovered again him, was ſeiſed in his Demeſn as of Fee-ſimple, or of ſome other good Eſtate of Inheritance of and in the Manor of *B.* in the ſaid County of *Eſſex*, and of the Capital Meſſuage with the appurtenances, and of divers Meſſuages, Lands, Tenements and Hereditaments in *B.* aforeſaid, and of and in divers other Lands, Tenements and Hereditaments, in divers other places and Pariſhes, in the ſaid County of *E.*

and

and alſo of and in divers other Manors, Meſſuages, Lands, Tenements and Hereditaments, ſcituate lying and being in the Counties of *Somerſet* and *Devon*, and other Counties and Places in *England*, of a conſiderable yearly value; nevertheleſs was ſo ſtraitned for Mony that he did not pay the Mony due on the ſaid Judgment, but prevailed with the ſaid *J. B.* to continue the ſame or the greateſt part thereof at Intereſt for ſome farther time, and accordingly the ſaid *J. B.* did continue the ſame at Intereſt, and did not take any advantage upon the ſaid Judgment for the non-payment of the ſaid Mony, and after the ſaid Aſſigment of the ſaid Judgment to your Orator *J. H.* he the ſaid *E. G* did make the like requeſt to your ſaid Orator *J. H.* and alſo to the ſaid *J. B.* that they would not extend his Lands, nor take out Execution againſt his Perſon or Goods upon the ſaid Judgment, and did then likewiſe promiſe a ſpeedy payment as he could raiſe Mony, and accordingly he the ſaid *E. G.* did on or about the Month of *July*, one thouſand ſix hundred and ſixty four, pay unto your Orator *J. H.* the Sum of forty pounds, in part of the Mony then due on the ſaid Judgment, and about *November* one thouſand ſix hundred ſixty and four, he the ſaid *G.* paid your Orator 20 *l.* more by and with the conſent and privity of the ſaid *J. B.* who being ſo acquainted therewith, and wanting Monies did deſire your Orator *J. H.* to lend him the Sum of 10 *l.* part of the ſaid laſt mentioned Sum of 20 *l.*

which your Orator accordingly did, and the ſaid *J. B.* did then agree that your Orator *J. H.* had received only the Sum of 50 *l.* towards his principal Sum of 10 *l.* and Intereſt, and the ſaid *E. G.* did afterwards make ſeveral promiſes of payment of the reſidue of the Mony due on the ſaid Judgment, but being involved in ſome great troubles that he could not conveniently pay the ſame, did farther prevail with your Orator *J. H.* and the ſaid *J. B.* to forbear taking out Execution upon the ſaid Judgment, and they were the rather prevailed with ſo to do, in regard the ſaid *E. G.* affirmed, and he was all along looked on to be ſeiſed in Fee-ſimple, or of ſome other good Eſtate of Inheritance, of and in the ſaid Manors, Lands and Premiſſes, in the ſaid Counties of *Eſſex*, *Somerſet*, *Devon*, and ſeveral other Places and Counties in *England*, of a conſiderable yearly value. And your Orators farther ſhew unto your Lordſhip that before the ſaid *E. G.* paid any farther part of the ſaid Debt, he dyed ſeized of ſuch real Eſtate as aforeſaid, and alſo poſſeſſed of a good and plentiful perſonal Eſtate, conſiſting in ready Mony, Plate, Jewels and Rings, and of and in great quantities of Houſhold-Goods, and Utenſils belonging to Houſhold and Husbandry, and of and in divers Horſes, Oxen, Cows, Sheep, and other Cattel, and divers quantities of Corn, Grain and Hay, and of and in divers Debts and Sums of Mony, due to him upon Specialty and without Specialty, and divers Sums of Mony due to him for Arrear-

ages

ages of Rent of and from ſeveral Tenants, or Occupiers of Farms or Lands, and of and in divers Chattels and Leaſes, and of ſeveral other Goods and Chattels of conſiderable value, ſufficient to have paid all his Debts with an over-plus; after whoſe deceaſe *H. G.* the eldeſt Son and Heir of the ſaid *E. G.* entred upon the ſaid real Eſtate of the ſaid *E. G.* of a conſiderable yearly value, ſubject to the ſaid Judgment, and he the ſaid *H G.* either as Executor to his ſaid Father, or elſe as Adminiſtrator to him, poſſeſſed himſelf of all his Fathers perſonal Eſtate, of the value of 3000 *l.* and upwards, and ought to have paid and ſatisfied the reſidue of the mony due on the ſaid Judgment: Or elſe ſome other perſon or perſons by and with his privity, conſent and direction, have or hath poſſeſſed him, her, or themſelves of all the ſaid perſonal Eſtate to the uſe of the ſaid *H. G.* or elſe in truſt for him, and have or hath applied the ſame, and the profits thereof to his or their own uſe, and yet have hitherto neglected to diſcover the ſame, or to ſatisfie your Orators or either of them the Mony due on the ſaid Judgment, whereupon your Orator cauſed a *Scire Facias* or other Proceſs to be ſued out upon the ſaid Judgment, with intent to extend the ſaid Manor of *B.* and other Lands in the ſaid County of *Eſſex*. But now ſo it is, may it pleaſe your Lordſhip, That the ſaid *H. G.* combining and confederating to and with *F. C.* and divers other perſons unknown to your Orators, who, when diſcovered, they

pray may be inſerted and made Defendants hereto, with apt words to charge them as Defendants, how to defeat and defraud your Orators of the Mony due upon the ſaid Judgment, have pleaded in Bar to the Action or Writ brought upon the ſaid Judgment, that there was ſome Settlement made upon the Marriage of the ſaid *E. G.* or at ſome time precedent to your Orators Judgment, or elſe do give out, That they will ſet up ſuch Settlement as a Bar to your Orators Recovery upon the ſaid *Eſſex* Lands. And the ſaid Confederates do farther give out in Speeches, That the ſaid *H. G.* hath ſince the death of the ſaid *E. G.* his Father, Sold the ſaid *Eſſex* Lands to the ſaid *F. C.* for a valuable conſideration, under the Title of the ſaid pretended Settlement, whereas in truth if there be any ſuch Settlement as is pretended, the ſame is voluntary and fraudulent, and was made after the Marriage of the ſaid *E. G.* without any good and valuable conſideration, and was all along in the Life-time of the ſaid *E. G.* kept ſecret and private, and the ſaid *E. G.* was looked on to be ſeized of the ſaid *Eſſex* Lands in Fee-ſimple, and ſo he the ſaid *E. G.* all along affirmed, and the ſame is well known to the ſaid *F. C.* or at leaſtwiſe he was made acquainted before his Purchaſe, that the ſaid Settlement was voluntary, and ought not to prejudice the Creditors of the ſaid *E. G.* and the ſaid *F. C.* at or before the time of his Purchaſe had notice of the ſaid Judgment before ſet forth, or at leaſtwiſe had ſome information

formation, or elſe upon ſearch found, there was ſuch Judgment as aforeſaid, and was apprehenſive thereof, and upon ſome agreement between him and the ſaid *H. G.* did retain and keep the Sum of 800 *l.* or ſome other great Sum, part of the Purchaſe-Mony in his Hands, to anſwer ſuch Incumbrances as ſhould happen to ſtand out, whereto the Lands by him purchaſed might be ſubject, and in particular to ſave him harmleſs againſt the before-mentioned Judgment, and there is a great Sum of Mony, part of the ſaid Purchaſe-Mony ſtill remaining in the Hands of the ſaid *F. C.* for that purpoſe, but they the ſaid Confederates refuſe to diſcover the ſame, or the perſonal Eſtate of the ſaid *E. G.* and the ſaid *H. G.* doth alſo refuſe to pay your Orators their ſaid Debt, or to diſcover what Lands or Tenements or Chattel Leaſes the ſaid *F. G.* his Father, or any in Truſt for him, was or were ſeized or poſſeſſed of in the Counties of *Somerſet* and *Devon*, or in any other place or County in *England*, and doth refuſe to diſcover who was Executor or Adminiſtrator to his Father. All which doings of the ſaid *H. G.* and the ſaid other Confederates do tend to your Orators great wrong and prejudice, and are contrary to all Right, Equity, and good Conſcience. In tender conſideration whereof, and foraſmuch as your Orator hath no remedy at Law to diſcover the truth of the ſaid Settlement, or whether the ſaid *F. C.* had notice of the ſaid Judgment before his pretended Purchaſe, nor to diſcover the reſt

reſt of the real Eſtate of the ſaid *E. G.* nor to diſcover the perſonal Eſtate, nor wherein it conſiſted, nor who was the his Executor or Adminiſtrator, nor who poſſeſſed the ſame, nor how the ſame is diſpoſed, your Orators Witneſſes to prove the Premiſſes being dead, or in remote Parts, ſo that they know not where to find them, but in all the ſaid Premiſſes are only and properly relieveable before your Lordſhip in this honourable Court. And to the end the ſaid *H. G.* may ſet forth and diſcover the ſaid pretended Settlement, and when and by whom made, and for what conſideration, and who were and are Witneſſes thereunto, and what Manors, Lands, and Tenements are contained, mentioned and comprized in the ſaid Settlement, with their particular Scituation, Names, Places, and Boundaries or Abuttals, and whether he doth not know that his Father was all along accounted and reputed to be ſeized in Fee-ſimple, or ſome other Eſtate of Inheritance of the ſaid *Eſſex* Lands and Tenements, and may alſo ſet forth and diſcover whether the ſaid *E. G.* his Father, or any other perſon or perſons in Truſt for him was or were at the time of his acknowledging or ſuffering the ſaid Judgment to be recovered againſt him, or at any other time or times afterwards ſeized of any other Manors, Lands, Tenements or Hereditaments in the County or Counties of *Somerſet* or *Devon*, or in any other County, Town or Place in *England*, and whether he

he the ſaid *E. G.* or any other in Truſt for him was or were poſſeſſed of, or intereſſed in any and what Chattel Leaſes in the ſaid Counties or other places, and may ſet forth the particulars and true values of ſuch Lands, Tenements and Leaſes, and the Name and Names of the Counties, Towns and Places where the ſame did or do lye, with their particular Names, Abuttals and Boundaries, and in whoſe Poſſeſſion or Occupation the ſame was and were; and may alſo diſcover whether he the ſaid *H. G.* or any other by his privity is or are Executors or Adminiſtrators to the ſaid *E. G.* his Father, and of what perſonal Eſtate his Father died poſſeſſed of or intituled unto, and wherein the ſame did particularly conſiſt, and whether he or any other in Truſt for him have or hath poſſeſſed the ſame, or any and what part thereof, and by and under what title, colour or pretence. And to the end that they the ſaid *H. G.* and *F. C.* may ſet forth and diſcover what Manors, Lands and Tenements the ſaid *F. C.* hath at any time purchaſed ſince the death of the ſaid *E. G.* whereof and wherein the ſaid *E. G.* was ſeiſed at the time of entring into the Judgment, or at any time during his Life, and may ſet forth the particulars and parcels of the ſaid Lands and where they do lye, and the yearly value thereof, and whether the ſaid *F. C.* had notice of the ſaid Judgment, at or befor the time of his Purchaſe, and whether there were any of the Purchaſe-Mony left in his Hands, or any Security

curity given to ſave him harmleſs againſt the ſaid Judgment, and how much, and what Mony and Security. And to the end the ſaid *H. G.* and *F. C.* may anſwer all and ſingular the Premiſſes, and the ſaid *H. G.* make a full diſcovery of all the real Eſtate whereof his Father was ſeized at the time of the ſaid Judgment, and of what perſonal Eſtate he dyed poſſeſſed of, or intereſſed in, and that the ſaid Confederates may anſwer all and ſingular the Premiſſes, as if they had been here again particularly Interrogated, and your Orators may be relieved in the Premiſſes according to Equity, May it pleaſe, *&c.*

Bills for Recovery of Legacies.

The Complainant being in right of his Wife to receive of the Defendant 300 l. *as a Legacy given by the Teſtator, to whom the Defendant is Heir and Executor, and having made a ſubſequent agreement to accept of* 20 l. *and* 9 *Acres of Meadow to be ſetled on him and his Heirs, in full ſatisfaction of the ſaid Legacy, and releaſed the ſame; and the Defendant having paid the ſaid* 20 l. *and refuſing to Convey the ſaid Lands, Exhibits his Bill to compel him to Convey the Lands to him and his Heirs.*

HUmbly, *&c.* ſheweth, *&c.* your Orator *R. H.* of *A.* in the County of *K.* Taylor, and *Margaret* his Wife, which *M.* is one if the Daughters of *K. B.* late of *H.* in

in the ſaid County of *K.* Gentleman, deceaſed, and one of the Siſters of *T. B.* Son and Heir apparent and Executor of the laſt Will and Teſtament of the ſaid *K. B.* deceaſed. That whereas the ſaid *K.B.* your Oratrix *M.*'s late Father, being in his Life-time ſeized in his Demeſn as of Fee, to the uſe of him and his Heirs, of and in divers Meſſuages, Lands, Tenements and Hereditaments, ſcituate, lying and being in the ſaid County of *K.* and elſewhere, of a great and conſiderable yearly value, and alſo poſſeſſed of and intereſſed in a very large and plentiful perſonal Eſtate, conſiſting in Mortgages, Bonds, and other Securities for Monies, ready Monies, Plate, Houſhold-Stuff, Linnen, Woollen, Pewter, Braſs and other Goods and Chattels of the value of 3000 *l.* and upwards: Upon or about the 7th day of *January*, 1657. made his laſt Will and Teſtament in writing, bearing date on or about the ſaid 7th day of *January* in the ſaid year 1657. and having then four Daughters, that is to ſay, *Mary*, *Thomazine*, *Eliſabeth* and your Oratrix *Margaret*, did thereby, amongſt other things therein contained, give and bequeath unto each and every of his ſaid four Daughters, whereof your Oratrix *Margaret* was one, the ſeveral and reſpective Sums of 300 *l.* apiece of lawful Mony of *England* to be paid unto every and each of them reſpectively, within one year after their reſpective ages of Marriage, by his Executor, and did farther thereby Will and Deviſe

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in the mean time unto every and each of his ſaid four Daughters, the yearly Sum of 15 *l.* of lawful Mony of *England*, for their maintainance, to be paid yearly and every year quarterly by his Executor, and by and of his ſaid laſt Will and Teſtament, made his ſaid Son *T. B.* his full and ſole Executor, as in and by the ſaid laſt Will and Teſtament, whereto, for more certainty therein, your Orator and Oratrix refer themſelves, more at large it doth and may appear. And ſhortly after the making of the ſaid laſt Will and Teſtament the ſaid *K. B.* your Oratrix's ſaid late Father dyed, ſeized and poſſeſſed as aforeſaid, immediately after whoſe death the ſaid *T. B.* entred into all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, and proved the ſaid Will, and took upon him the ſaid Executorſhip, and poſſeſſed himſelf of all and ſingular the ſaid perſonal Eſtate, ſufficient to pay all the Debts, Legacies and Funeral Expences of the ſaid Teſtator, with a very great over-plus. And the ſaid *T. B.* as Executor, as aforeſaid, yearly and every year from the death of the ſaid *K. B.* until your Oratrix attained her Age of Marriage (which was in or about the Month of *September* in the year of our Lord God, 1661. your Oratrix then being of the Age of twenty years, or thereabouts, about which time your Orator and Oratrix inter-married, within one year after which the ſaid *T. B.* Executor as aforeſaid ought to have paid and ſatisfied unto your

your Orator and Oratrix, the ſaid Sum of 300 *l.* according to the ſaid laſt Will and Teſtament, received the Rents, Iſſues and Profits of the ſaid Eſtate.) But now ſo it is, may it pleaſe your Lordſhip, That the ſaid Executor *T. B.* although he had Aſſets in his Hands, and although he had notice of the ſaid Marriage, and although he was often within and after one year of the ſaid inter-marriage, often in a friendly manner thereunto required by your Orator and Oratrix, refuſed to pay unto your Orator and Oratrix the ſaid Sum of 300 *l.* or any part thereof, given and bequeathed to your Oratrix as aforeſaid; but after your Orator and Oratrix had been Married for the ſpace of two years and upwards, the ſaid *T. B.* affirming that he was lawfully ſeized in his own right of the Inheritance in Fee-ſimple of the Lands hereafter mentioned, free from Incumbrances, your Orator and the ſaid *T. B.* came to this agreement, for, about and concerning the ſaid 300 *l.* given and deviſed to you Oratrix, as aforeſaid, and it was then mutually and fully agreed by and between your Orator and the ſaid *T. B.* that your Orator ſhould Seal and deliver a Releaſe to the ſaid *T. B.* of the Sum of 300 *l.* given and bequeathed to your ſaid Oratrix, as aforeſaid, and that the ſaid *T. B.* ſhould thereupon pay unto your Orator the Sum of 20 *l.* of lawful Mony of *England*, and alſo by good and ſufficient Conveyance in the Law, convey and aſſure unto your Orator and his Heirs 7 Acres of

of the Lands of the ſaid *T. B.* parcel of a Meadow called *Great Broad Mead*, lying and being in in the ſaid County of *K.* and two Acres more of the Lands of the ſaid *E. B.* lying and being in a certain Field in in the ſaid County of *K.* of the yearly value of 10 *l. per annum*, or thereabouts, in full ſatisfaction of the ſaid Sum of 300 *l.* given and deviſed to your Oratrix as aforeſaid. In performance of which agreement; on your Orators part, your Orator did Seal and deliver a Releaſe to the ſaid *T. B.* of the ſaid Sum of 300 *l.* given and bequeathed to your ſaid Oratrix, as aforeſaid; and in part of performance of the ſaid Agreement on the part of the ſaid *T. B.* he the ſaid *T. B.* did pay unto your Orator the ſaid Sum of 20 *l.* of lawful Mony of *England*, but the the ſaid *T. B.* hath not conveyed or aſſured unto your Orator and his Heirs, the ſaid Lands or any part thereof, but utterly refuſeth ſo to do, although he hath often in a friendly manner ſince the ſaid Agreement been requeſted by your Orator ſo to do. All which doings and dealings of the ſaid *T. B.* with your Orator and Oratrix in the Premiſſes are againſt all Juſtice, Right, Equity and good Conſcience, and contrary to the Agreement fully executed by your Orator, and executed in part by the ſaid *T. B.* as aforeſaid, and tend to the great wrong, loſs and injury of your Orator, your Orator and Oratrix being by the ſaid Releaſe utterly barred of the ſaid Sum of

of 300 *l.* deviſed as aforeſaid. In tender conſideration whereof, and for that your Orator hath no remedy to be relieved in the Premiſſes, at and by the Common Law of this Realm, for want of ſuch preciſe proof therein, as by the ſtrict rules thereof is requiſite, and for that divers of your Orators Witneſſes that could prove great part of the Premiſſes are either dead, gon beyond the Seas, or removed into remote places, altogether unknown to your Orator, ſo that your Orator cannot have the benefit of their Teſtimonies, and for that your Orator hath no remedy at Common Law to compel the ſaid *T. B.* to diſcover and perform the ſaid Agreement in Specie or otherwiſe, ſave in this honourable Court in a courſe of Equity. To the end therefore that the ſaid *T. B.* may upon his Corporal Oath, declare, ſet forth and diſcover his full knowledge and belief of, in and concerning the Premiſſes, and whether he ever made any ſuch agreement with your Orator, as aforeſaid, and when and where, and in whoſe preſence, or what Agreement or Agreements he ever made with your Orator, and wherefore, and when and where, and in whoſe preſence, and how far the ſame have been executed, and that the ſaid *T. B.* may be compelled fully to perform and execute the ſaid Agreement and Agreements, and well and ſufficiently to convey and ſettle the ſame Lands upon your Orator and his Heirs, to the uſe of your Orator and his Heirs, free from all Incum-

brances; and that the ſaid *T. B.* may upon his corporal Oath, true, full, plain, perfect, particular and direct anſwer make to all and ſingular the Premiſſes, and your Orator and Oratrix be relieved in all and ſingular the Premiſſes, according to Equity, *&c.* May it pleaſe, *&c.*

The Court Decreed the 9 Acres of Meadow to be ſetled on the Plaintiff and his Wife, and the Heirs of the Wife, and to be ſo ſetled as that the Defendant may receive the profits during the Life of the Husband, and after to the Wife and her Heirs, the Husband having barr'd himſelf by ſubſequent Agreement.

Section 2.

HUmbly, *&c.* ſheweth unto your Lordſhip, *D. S.* of the Pariſh, *&c.* Widow and Relict of *R. S.* late of the Pariſh, *&c.* Eſq; deceaſed, and *Anne Smith*, an Infant, under the Age of 21 years, Daughter of the ſaid *R. S.* by *A.* his former Wife, who was Daughter of *J. B.* late of, *&c.* deceaſed, by the ſaid *D.* her Guardian, That the ſaid *J. B.* Grandfather of your Oratrix, *A.* was in his Life-time, and at the time of his deceaſe intereſſed in and poſſeſſed of and in four Houſes, Meſſuages or Tenements, ſcituate and being in Street and of and in four other Meſſuages, Houſes or Tenements, ſcituate and being in *H.* in the Pariſh of St. *Clements Danes*, in the County of *M.* now or late in the ſeveral Tenures or Occupations of *W. L.* &c. for or by

by force and virtue of a long term of years which he had therein then and yet to come and unexpired, and which were granted unto the ſaid *J. B.* or to ſome in Truſt for him, by the Right Honourable the Earl of *Clare*, or ſome of his Truſtees, or others claiming under him, of the clear yearly value of 130 *l. per annum* clear, over and above and beſides the Ground Rents, Taxes and repairs. And the ſaid *J. B.* was alſo in his Life-time, and at the time of his Death, intereſſed in, and poſſeſſed of two Houſes, Meſſuages or Tenements, ſcituate lying and being, *&c.* and of and in four Houſes, Meſſuages or Tenements more, ſcituate lying and being in *Little Suffolk-Street*, &c. and of and in three Houſes, Meſſuages or Tenements, ſcituate, *&c.* in *Great Suffolk Street*, &c. and of two Houſes, *&c.* in the *Hay-Market*, &c. in the Pariſhes of St. *Martins* in the Fields, or St. *James's*, or one of them, in the ſaid County of *M.* now or late in the ſeveral Tenures, *&c.* for or by force and virtue of a long term of years, or ſome term of years, then and yet to come and unexpired, which were granted unto the ſaid *J. B.* or to ſome in Truſt for him, by the Right Honourable the Earl of *Bedford*, or ſome of his Truſtees, or ſome claiming under him, or ſome other perſon or perſons, unknown unto your Orator, who had right and power to Leaſe and grant the ſame, and the ſaid laſt Meſſuages and Tenements were and are of the clear yearly value

of 300 l. *per annum*, over, above and beſides the Ground-Rent, Taxes and repairs; and the ſaid *J. B.* was alſo in his life-time, and at the time of his death, intereſſed in, and poſſeſſed of two Houſes, Meſſuages or Tenements, ſcituate, *&c.* in St. *James's Street*, and of and in eleven Houſes, Meſſuages or Tenements more, ſcituate and being in the *Pall-Mall*, in the ſaid Pariſhes of St. *James's* and St. *Martins* in the Fields, or one of them, now in the ſeveral Tenures or Occupations of, *&c.* for or by force and virtue of a long term of years, or ſome term of years, then and yet to come and unexpired, and which were granted unto the ſaid *J. B.* or to ſome in Truſt for him, by the Right Honourable the late Earl of St. *Albans*, or ſome of his Truſtees, or others claiming under him, or by his late Majeſty King *Charles* the Second, or ſome other perſon or perſons who had good right, title or power to grant and Leaſe the ſame; which ſaid laſt mentioned Meſſuages and Tenements were and are of the clear yearly value of 500 *l. per annum*, over and above and beſides the Ground-Rent, Taxes and Repairs. And the ſaid *J. B.* was alſo in his Life-time, and at the time of his death, intereſſed in and poſſeſſed of one Meſſuage, Tenement, or Dwelling-Houſe, ſcituate and being in *Pickadilly*, in the ſaid Pariſhes, or one of them, now or late in the Tenure or Occupation of, *&c.* for or by force and virtue of a long term of years which he had therein, then and

yet

yet to come and unexpired, and which was granted unto the ſaid *J. B.* or to ſome in Truſt for him, by the ſaid late Right Honourable Earl of St. *Albans*, or ſome perſon or perſons claiming under him, or by his ſaid late Majeſty King *Charles* the Second, or ſome other perſon or perſons that had good right and title to grant and Leaſe the ſame, which laſt mentioned Meſſuage or Tenement was and is of the clear yearly value of 20 *l.* beſides the Ground-Rent, Taxes and Reparations; and the ſaid *J. B.* was alſo in his Life-time, and at the time of his death poſſeſſed of and intereſted in divers and ſundry other Meſſuages, Lands and Tenements in the City of *London* and County of *Middleſex*, and elſwhere within the Kingdom of *England*, for ſeveral other long terms, or for a long term of years which he had therein, and which is not yet expired; and was alſo at the time of his death poſſeſſed of a very conſiderable perſonal Eſtate, conſiſting in ready Mony, Plate, Jewels, Goods, Houſhold-ſtuff, Debts due for Rent arrear, and by Bonds, Judgments, Mortgages and other Securities, and by ſimple Contract, and other Goods and Chattels, amounting to the value of 10000 *l.* over and above the Leaſes before-mentioned, and which was ſufficient to pay and ſatisfie all his Debts and Legacies, with a very great over-plus, he owing but very little at the time of his deceaſe. And the ſaid *J. B.* being poſſeſſed of ſuch Eſtate as aforeſaid, by his laſt Will and Teſtament in

writing, by him duly Executed, and bearing date on or about the 23th day of *October*, 1671. did give and deviſe ſome ſmall Legacies to and amongſt his Friends and Relations, and did thereby give and deviſe unto your Oratrix *Anne* and her Brother *R. S.* two of his Grandchildren, ſeven hundred pounds apiece to be paid to them reſpectively, in manner following, that is to ſay, the ſaid *R.* his 700 *l.* to be paid him at his age of 21 years, and the other 700 *l.* to be paid to your Oratrix *A.* at her age of 21 years or day of Marriage, and if either of them ſhould dye before their reſpective Legacies ſhould become due, then he gave the Legacy of her or him ſo dying to the ſurvivor of them, and all the reſt and reſidue of his Goods, Chattels, Leaſes, Lands, Tenements and other Eſtates, thing and things whatſoever, whereof he was poſſeſſed or which was in any way due or belonging to him (his Debts, Legacies, and Funeral charges being firſt paid and ſatisfied) he gave and bequeathed unto his Grandchild *John Carolus* S. (your Oratrix *A.* her eldeſt Brother) and the iſſue Male of his Body, and if he dyed before the Age of 21 years without iſſue Male, he then gave the ſaid Premiſſes unto his Grandchild *R. S.* your ſaid Oratrix's other Brother) and the iſſue Male of his Body, and if he ſhould dye before he attained the Age of 21 years without iſſue Male, then he gave the ſame Premiſſes unto his Couſin *J. B.* his Heirs, Executors and Adminiſtrators,

tors, upon condition that he and they ſhould pay unto your Oratrix *A.* or her Aſſigns 1600 *l.* more if ſhe were then living, and did make the ſaid *R. S.* Father of your Oratrix *A.* and *W. S.* and *J. H.* Executors in truſt of his ſaid laſt Will and Teſtament, and ſhortly after about the day of 1671. he the ſaid *J. B.* dyed poſſeſſed of and intituled unto ſuch Eſtate as aforeſaid, after whoſe death the ſaid *R. S.* your Oratrix's Father only proved the ſaid Will, and took upon him the Execution thereof, your Oratrix *A.* and her ſaid Brothers being all Infants, and your Oratrixes ſaid Father paid all her ſaid Grandfathers Debts and Legacies, ſave what was deviſed and given to her and her ſaid Brothers, as aforeſaid, and had ſufficient remaining in his Hands, in and of perſonal Aſſets of the ſaid *J. B.* his Eſtate, to pay her and her ſaid Brother R. their reſpective Legacies of 700 *l.* apiece and intereſt for the ſame, without charging the Leaſe-hold Eſtates, the Chattels real deviſed to her ſaid Brother *John Carolus*, as aforeſaid, or any of the Rents or Profits thereof from or after the death of their ſaid Grandfather, with the payment of the ſaid 700 *l.* apiece, or any part thereof. And your Oratrix ſaid Father did accordingly from her ſaid Grandfathers death, receive and lay up the rents and profits of the Leaſe-hold Eſtate to and for the benefit and advantage of the ſaid *John Carolus S.* until he dyed, which hapned to be on or about the ſixth day of *July*, 1678. at or near *B.* in the County of

Hertford, before he attained the Age of 21 years, and without ever having been married, and without making any Will or diſpoſition of any of his Eſtate, by means whereof, as your Oratrixes are adviſed, the ſaid Chattel Leaſes deviſed by the ſaid *J. B.* to the ſaid *John Carolus* as aforeſaid, for and during the then reſidue of the terms of years to come in the ſaid Premiſſes, and the growing Rents and Profits thereof after the death of the ſaid *John Carolus S.* as alſo the Rents and Profits thereof, which grew due in his life-time, and were before or after his Death received by his Father, and all other the perſonal Eſtate of the ſaid *John Carolus* did in Equity and Juſtice belong and appertain unto the ſaid *R. S.* the Father, in caſe he had taken out Letters of Adminiſtration of the Eſtate of the ſaid *John Carolus* his Son, or otherwiſe unto your Oratrix *A.* and her Brother *R. S.* as now entituled to the Adminiſtration, by virtue of the Act for diſtribution of Inteſtates Eſtates, for that the limitation over to *R.* the Son of the ſaid Chattel Leaſes, and other perſonal Eſtate was not good but void in Law. And your Oratrixes farther ſhew unto your Lordſhip, That the ſaid *R. S.* the Father and your Oratrix *D.* on or about the 21th day of *Auguſt* 1679. inter-married, and about the 19th day of *September* then enſuing, the ſaid *R. S.* dyed, and having long before the death of the ſaid *John Carolus* about the 13th day of *July*, 1674. made his laſt Will and Teſtament in writing, he did

did thereby give and bequeath unto his Brother *T. S.* to be iſſuing chargable and charged out of his Eſtate 30 *l. per annum*, to be paid him, his Executors or Aſſigns, at the Feaſt of St. *Michael* the Archangel and the *Annunciation* of the bleſſed Virgin *Mary*, the firſt payment to be made at ſuch of the ſaid Feaſts, as ſhould next happen after his death, for and during ſo long time, and until his ſaid Son *John Carolus S.* ſhould attain the age of one and twenty years, and he did alſo thereby give and deviſe unto ſome of his Relations, Friends, and Acquaintance, ſeveral other Legacies therein particularly ſpecified, and to his Siſter *A. E.* five pounds for her life, *per annum*, to be iſſuing, charged and payable out of his Eſtate at the Feaſt of the Annunciation of the bleſſed Virgin *Mary* yearly, and gave his Leaſe of his Houſe and Lands at *C.* in the County of *B.* to his Brother *W. S.* and his Children equally amongſt them, and appointed the Legacies given to Mr. *W. T.* Mr. *F. W.* and Mr. *D.* amounting in all to 60 *l.* ſhould be paid out of the Hearth-Mony due to him out of the Exchequer, and out of the Arrears due to him from his then Majeſty, and all the reſt and reſidue of his Goods, Chattels, Debts and other Eſtates, thing and things whereof he was poſſeſs'd or was any way due and belonging to him (his Debts, Legacies and Funeral Charges being firſt paid and ſatisfied) he did give and bequeath unto his three Children *John Carolus S.* *R. S.* and *A. S.* your Oratrix,

trix, equally to be divided amongſt them part and part alike, and if any of them ſhould happen to dye before they ſhould attain their reſpective Ages of 21 years, or day of Marriage of your Oratrix firſt hapning, then he gave the part, ſhare and portion of him, her or them ſo dying, to and amongſt the Survivor or Survivors of them (over and above ſuch Eſtate and Legacies as were given and bequeathed to them, in and by the laſt Will and Teſtament of *J. B.* their late Grandfather deceaſed,) and did make and ordain his ſaid Brother *T. S.* Executor in truſt of his ſaid Will, as in and by the ſaid Wills of the ſaid *J. B.* and *R. S.* if the ſame were produced would appear; and your Oratrix *D.* after the death of the ſaid *R. S.* her Husband, finding his ſaid Will, freely permitted the ſame to be produced, being ſatisfied in her Conſcience that ſhe ought not to deſtroy or conceal the ſame, though ſhe did really believe that her Husband being a Gentleman of known Integrity and worth, never deſigned or intended it ſhould be his laſt Will, but had forgotten the ſame, and often declared that he would either buy Lands and ſettle them upon her, or that ſhe ſhould have a ſhare with his Children out of his own Eſtate, they both being ſo well provided for by their Grandfather *B.* beſides the ſhare and proportion which they might have with her out of her Fathers Eſtate, which was very conſiderable, for that he the ſaid *R. S.* dyed ſeized in Fee of and in ſeveral Meſſuages, Lands,

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Tenements and Hereditaments, lying and being in ſeveral places within the Kingdom of *England*, unknown to your Oratrixes, of the yearly value of 200 *l. per annum*, of which ſhe your Oratrix *D.* is Dowable, and ought to have the thirds thereof for her life; and the ſaid *R. S.* the Father was alſo poſſeſſed of, intituled unto, and intereſſed in a very great and conſiderable perſonal Eſtate in Chattel Leaſes, for ſeveral long terms of years, and of and in divers and ſundry other Meſſuages or Tenements and Houſes, with the Appurtenances, ſcituate and being within the Pariſhes of St. *James*'s and St. *Martins* in the Fields aforeſaid, and elſewhere in the County of *Middleſex*, of the clear yearly value of 400 *l. per annum*, and upwards, and of and in other conſiderable perſonal Eſtate, in ready Mony, Plate, Jewels, Rings, Bedding, Linnen, Houſhold-Goods and Houſhold-ſtuff, and of and in ſeveral conſiderable Debts due and owing unto him, for Rent Arrear, and on Mortgages, Bonds, Bills, Specialties, and otherwiſe, on Securities of Record, and by Securities of as high a nature, from his late Majeſty King *Charles* the Second, and ſeveral other perſons, amounting to the Sum of 1500 *l.* and upwards, and he the ſaid *T. S.* having gotten the ſaid Will into his cuſtody as aforeſaid, immediately took poſſeſſion of all the real and perſonal Eſtates of the ſaid *J. B.* *John Carolus S.* and R. *S.* and of all the Securities, Deeds, Leaſes, Counterparts of Leaſes and Writings whatſoever, of and belonging

longing to the ſame, and did not permit or ſuffer your Oratrix *D.* to have or enjoy any part or parcel of the real or perſonal Eſtate of the ſaid *R. S.* her late Husband, and affirmed to and aſſured your Oratrix that the ſaid *R. S.* her late Husband did not dye ſeized of any real Eſtate whatſoever, of which ſhe might be endowed or had any right or title of Dower unto, but afterwards when the ſaid *T. S* had proved the ſaid Will, and took upon him the execution thereof, under the truſt aforeſaid, he the ſaid *T. S.* under pretence of kindneſs to your Oratrix, did by Indenture, dated about the 25th of *June*, 1680. demiſe and grant unto her, with the privity and conſent of the ſaid *R. S.* then above 14 years old, the dwelling Houſe in the *Pall-Mall* aforeſaid, wherein ſhe and the ſaid *R. S.* her Husband dwelt, which was part of the perſonal Eſtate of the ſaid *R. S.* deviſed by him to your Oratrix *A.* and her ſaid Brothers, as aforeſaid, from thenceforth for 7 years, if ſhe and the ſaid *R. S.* ſhould live ſo long, at and for the yearly Rent of 10 *l. per annum*, payable on the Feaſt day of *St. John* the Baptiſt, provided, and it was thereby declared and agreed, That the ſaid yearly Rent ſhould remain and continue in the Hands of your Oratrix *D.* during the Minority of the ſaid *R. S.* to the intent and purpoſe that the ſame ſhould be paid to the ſaid *R. S.* when he ſhould attain his Age of 21 years, unleſs he out of reſpect and kindneſs he had to your ſaid Oratrix his Mother-in-Law, ſhould think

think fit to remit and not require the ſame, as by the ſame Indenture may appear, and the ſaid *T. S.* promiſed your Oratrix that the ſaid *R. S.* ſhould not require the ſaid 10 *l. per annum*, of your ſaid Oratrix, and your ſaid Oratrix *D.* did thereupon, and on the repeated promiſes and aſſurances of the ſaid *T. S.* that the ſaid *R. S.* ſhould not demand or require the ſaid 10 *l. per annum*, purchaſe and buy of the ſaid *T. S.* ſeveral Goods and Houſhold-Stuff of her ſaid late Husbands, then in the ſaid Houſe, and paid him the ſaid *T. S.* for the ſame 170 *l.* which was more than the ſame were worth to be ſold, and which price ſhe was contented to give, and did agree to give and did pay upon ſuch promiſe and undertaking of the ſaid *T. S.* that the ſaid *R. S.* ſhould never require the ſaid 10 *l. per annum*, and the ſaid *T. S.* did alſo take the ſaid *R. S.* and your Oratrix *A.* into her care, cuſtody and tuition, and about the day of, *&c.* upon the deſire and requeſt of your Oratrix *A.* ſhe your ſaid Oratrix was committed to the care, education and tuition of your Oratrix *D.* with whom ſhe ever ſince hath and now doth reſide and live, and the ſaid *T. S.* hath allowed and paid what he thought fit for her Maintenance and Education, and often promiſed to be juſt and true to her, and give her a juſt and true account and ſatisfaction of and for what belonged unto her of the Eſtates of her ſaid Grandfather, Brother and Father. But now ſo it is, may it pleaſe your Lordſhip, that the

ſaid

ſaid *T. S.* having poſſeſſed himſelf of all the ſaid real and perſonal Eſtates, as aforeſaid, and of all the Deeds, Writings and Securities, any ways relating to and concerning the ſame, and having received the Rents, iſſues and profits thereof, ever ſince the death of your Oratrixes Father, amounting to above 10000 *l.* more, and having made ſeveral thouſand pounds profit and advantage, by uſing and imploying of the ſaid Eſtates, and putting of them forth at Intereſt, and having no viſible Eſtate of his own to anſwer and give ſatisfaction of and for the Premiſſes aforeſaid, and deſigning and intending to defeat and defraud your ſaid Oratrix *A.* of her Right and Intereſt to her ſaid Grandfathers, and Fathers Eſtate, and the Eſtate of the ſaid *John Carolus* her late Brother, and your ſaid Oratrix *D.* of her Dower, and for that purpoſe combining and confederating himſelf to and with the ſaid *R. S.* your ſaid Oratrix *A.*'s Brother, who about the 15th of *May* laſt, 1687. attained his Age of 21 years, they the ſaid Confederates do now pretend and give out in Speeches that the ſaid *R. S.* the Father did not dye ſeized of any Eſtate of Inheritance of which your Oratrix *D.* ought to have any Thirds, or is or can be intituled to any right of Dower, and that the Rents and Profits of the Leaſe-holds and other perſonal Eſtate of the ſaid *I. B.* the Grandfather, deviſed by him to the ſaid *John Carolus S.* in manner as aforeſaid, and which became due and payable in his life time,

time, and were received by *R. S.* the Father, are due and belonging unto him the ſaid *R. S.* the Son; and alſo that the whole intereſt of the Leaſe-hold Eſtates and Rents, Iſſues and Profits thereof ever ſince the death of the ſaid *John Carolus S.* belongs to the ſaid *R. S.* your Oratrixes Brother, for that he dyed before the Age of 21 years without Iſſue, and that if it ſhould be admitted that the deviſe of the ſaid perſonal Eſtate of the ſaid *J. B.* to the ſaid *R. S.* was void in Law, yet the ſame did not of right and equity belong to the ſaid *R. S.* the Father, as he had right to Adminiſter to his ſaid Son *John Carolus S.* and was next of kin to the ſaid *John Carolus* at the time of his death, but the ſaid *R. S.* and *T. S.* now give out and pretend that the ſaid *R. S.* the Father in his Life time, nor any other not having adminiſtred to the ſaid *John Carolus*, the ſame belonging to the ſaid *R. S.* your Oratrixes Brother, as Adminiſtrator to the ſaid *John Carolus*, he having lately obtained Letters of Adminiſtration to the perſonal Eſtate of the ſaid *John Carolus*, to be granted unto him out of the Prerogative Court of *Canterbury*, and the Court of the Biſhop of *London*, whereas your Oratrix *A.* is as nearly related to the ſaid *John Carolus*, and was ſo at the time of the Death of the ſaid *John Carolus*, as the ſaid *R. S.* her Brother was or is, and thereby is entituled equally with her ſaid Brother *R.* to the perſonal Eſtate of the ſaid *John Carolus*, and your ſaid Oratrix *A.* is well

well entituled, as ſhe is adviſed, to a moiety or half part of all the perſonal Eſtate of the ſaid *John Carolus S.* and of the ſaid *R.S.* the Father, whereof they reſpectively dyed poſſeſſed, and ought to have an Account and ſatisfaction of and for the ſame; but the ſaid *R.* and *T.S.* your Oratrix *Anns* Uncle and Brother, to prevent and hinder the ſame and defeat her thereof, have ſince that her ſaid Brother came of age, as they now pretend, caſt up, ſtated and even'd the Accounts of the ſaid Eſtates between them, and they pretend that he the ſaid *T.S.* hath ſatisfied and paid unto the ſaid *R.S.* all the Monies due, payable or ariſing to, by or out of the perſonal Eſtate of the ſaid *John Carolus S.* and Free-hold Eſtate of the ſaid *R.S.* deceaſed, and that he the ſaid *R.S.* the Son hath given unto him the ſaid *T.* a Releaſe, Acquittance or Diſcharge for the ſame, whereas in truth, if any ſuch be, it is by Fraud and Colluſion, and not really and *bona fide* executed and performed, and ought not to bind the intereſt and right of your Oratrix *D.* of her right of Dower to the Free-hold Eſtate of the ſaid *R.S.* her late Huſband, nor the right or intereſt of your Oratrix *A.* in or to her deceaſed Brothers and Fathers Eſtates, but the ſaid *R.S.* your Oratrix's Brother ought to make and render unto your Oratrix an account and ſatisfaction by and out of his Eſtate, by reaſon thereof, as they are adviſed, and hope this honourable Court will Decree accordingly, and your ſaid Oratrix *D.* upon a good and juſt

juſt deſign and intention, for the promotion and advancement of your ſaid Oratrix *A.* had occaſion for 20 *l.* to buy her ſomewhat more than ordinary Cloaths and Apparel, and thereupon ſpoke to the ſaid *T. S.* to furniſh her therewith, who refuſed to do it unleſs your Oratrix *D.* would give him her Bond for re-payment thereof, but promiſed that the ſame ſhould be allowed unto her out of the Eſtate of the ſaid *R. S.* deceaſed, or *John Carolus S.* But now ſince a demand hath been made for the right of your Oratrix *A.* in and to the ſaid Eſtates, they the ſaid *T. S* and *R. S.* or one of them have ſued and arreſted your Oratrix *D.* for the ſaid 10 *l. per annum*, payable for the ſaid Houſe (wherein your Oratrices now dwell) until the ſaid *R. S.* your Oratrix *A.*'s Brother came of full Age, and for the ſaid 20 *l.* payable by the ſaid Bond, and they the ſaid *T. S.* and *R. S.* have alſo brought an Action of Ejectment in the Name of *C. K.* their Leſſee, to turn your Oratrices out of the poſſeſſion of the ſame Houſe, although that the ſame Houſe is deviſed to your Oratrix *A.* and her ſaid Brother *R.* as aforeſaid, and that your ſaid Oratrix *A.* is contented and willing that the ſaid *D.* ſhould not be troubled or moleſted for the ſaid Mony, but that the ſame ſhould be allowed unto her, and the Rents and Profits of the ſaid Houſe, ſince the ſaid *R. S.* attained the Age of 21 years, be diſcounted out of the ſaid Eſtates, and that the ſaid *D.* be alſo allowed ſomething annually for

her ſupport and maintainance, as the Widow of their Father. And your Oratrix *A.* hopes that ſhe ſhall be admitted to have a full moiety of the perſonal Eſtates of her ſaid Father and Brother, *John Carolus S.* with her ſaid Brother *R.* and is willing that the ſaid *T. S.* ſhall have his Legacy and all juſt allowances, upon the making up and paſſing his Accounts, and the ſaid *A. E.* her Legacy of 5 *l.* yearly for Life, yet the ſaid *R. S.* with farther deſign to defraud your Oratrix *A.* of her right and intereſt to the ſaid Eſtates of her ſaid Grandfather and Brother *John Carolus*, now claimeth all the ſaid Eſtates by virtue of his Adminiſtration, and for that purpoſe hath forbid the Tenants of the ſaid Premiſſes to pay their Rents or any part thereof unto or for the uſe of your ſaid Oratrix *A.* and the ſaid *R. S.* and *T. S.* by combination between them, pretend and give out in Speeches, that the ſaid *J. B.* your Oratrixes *A.*'s Grand-Father dyed greatly indebted, and that thereupon your Oratrix's Father entred on the Leaſe-hold Eſtates deviſed to her Brother *John Carolus* as aforeſaid, and never admitted or aſſented that the ſame ſhould come or veſt in him the ſaid *J. Carolus* or the ſaid *R.* his Brother, but dyed legally poſſeſſed thereof as Executor, whereby the ſame alſo veſted and came to the ſaid *T. S.* as Executor to your Oratrix's ſaid Father, and that the ſaid *T. S.* hath ſince permitted the ſaid *R. S.* your Oratrix's Brother to enjoy the ſame under the ſaid Deviſe of the Grand-

Grandfather, as Legatee or Deviſee thereof, and having gotten into their or one of their Hands, Power and Poſſeſſion, all the Leaſes, Counterparts of Leaſes, Securities for Monies, Books of Account, Deeds and Writings, any ways relating to or concerning the Eſtates of your Oratrix's Grandfather, Father and Brother, they threaten and give out in Speeches that they will Surrender the ſame Leaſe-hold Eſtates to the Original or Ground-Landlord and Landlords thereof, or permit the ſame to be forfeited for non-payment of the Ground or chief Rents, and then take new Eſtates or Grants thereof, and therefore refuſe and deny to diſcover the reſpective Leaſe-hold Eſtates of your Oratrix's ſaid Grandfather, Father and Brother, and the Landlord and Landlords thereof, and the Ground-Rent payable for the ſame, and refuſe to diſcover where the ſaid Leaſe-hold Eſtates are and lye, and the Tenants and under Tenants thereof, and what Rents they reſpectively pay for the ſame, or to deliver up, produce or give Copies of any of the Leaſes, Deeds or Writings of or belonging to the ſaid Leaſe-hold Eſtates or either of them, or to diſcover the ſaid Freehold-Land, and where the ſame lyeth, and the yearly value thereof, and that your Oratrix *D.* may be endowed thereof, or to give any manner of account or ſatisfaction of or for any of the Legacies ſo given by the ſaid Wills of your Oratrix's Grandfather and Father to your ſaid Oratrix *A.* as aforeſaid, or what

Aſſets they have for ſatisfaction or payment thereof, or to give or make any account or diſcovery to your Oratrices or either of them, of or concerning all or any of the Premiſſes aforeſaid, contrary to right, equity and good conſcience. In tender conſideration whereof, and for that your Oratrices have no relief in the Premiſſes by the ſtrict Rules of the Common Law, and cauſes and matters of this nature are properly relievable before your Honours in this Honourable Court, where your Oratrices hope that the ſaid *T.* and *R. S.* will upon their corporal Oaths ſet forth and diſcover the truth of all and ſingular the Premiſſes, your Oratrices Witneſſes that ſhould prove the ſame being either dead or removed to parts beyond the Seas or unknown to your Oratrices. To the end therefore that the ſaid *T. S.* and *R. S.* your Oratrix *A.* her Uncle and Brother, may upon their reſpective corporal Oaths true and perfect anſwer and account make and give, of and to all and ſingular the Premiſſes aforeſaid, as if they were thereunto reſpectively particularly Interrogated, and may ſet forth, produce and deliver into this Honourable Court, all the Deeds, Writings, Leaſes, Aſſignments, Counterparts of Leaſes, Bonds, Bills, Specialties, Books of Accounts, Mortgages, Judgments, Statutes, Recognizances, and other Securities for Mony whatſoever, and all other eſcripts and minuments of what nature, ſort or kind ſoever, any way relating to, or touching or concerning the Eſtates of the ſaid *J. B. John Carolus*

Carolus S. or *R. S.* deceaſed, or any or either of them reſpectively, which they at any time had or now have in their or either of their hands, power, poſſeſſion or cuſtody, and may alſo ſet forth and diſcover the perſonal Eſtates of the ſaid *J. B. John Carolus S.* and *R. S.* and alſo the real and Freehold Eſtate of the ſaid *R. S.* and the contents and yearly and other true values of the ſame, in each and every particular, and may account with and give ſatisfaction to your Oratrices reſpectively, for and concerning all and ſingular the Premiſſes aforeſaid, according to Juſtice and Equity, and that your Oratrices may be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience, May it pleaſe, *&c.*

The Caſe.

J. B. the Grandfather of *A.* and *R.* by the Mothers ſide, by his Will dated the 23th of *October*, 1677. after ſome ſmall Legacies amongſt his Friends and Relations, did give to the Complainant *A.* and the Defendant *R.* two of his Grandchildren, 700 *l.* apiece, to be paid them and the Survivor of them, at their ſeveral Ages of 21 years or day of Marriage of the Plaintiff *A.* firſt happening, and all the reſt and reſidue of his Goods, Chattels, Debts, Leaſes, Lands, Tenements, and other Eſtate, Thing and Things whatſoever, whereof he was poſſeſſed or in any manner due or belonging

unto him, his Debts, Legacies and Funeral Expences being first paid and satisfied, he did thereby give and bequeath unto his Grandchild *John Carolus S.* (their eldest Brother) and the issue Male of his Body, and if he dyed before the Age of 21 years, without issue Male, then he gave the same Premisses, his Debts, *&c.* first paid, unto his Grandchild the Defendant *R. S.* and the issue Male of his Body, and if he should dye before he attained the Age of 21 years, without issue Male, then he gave the same Premisses, his Debts, *&c.* first paid, unto his Cousin *J. B.* his Heirs, Executors and Administrators, upon condition he should pay the Plaintiff *A.* 1600 *l.* over and above the 700 *l.* to her devised, and made his Son-in-Law *R. S.* the said Plaintiff and Defendants Father, who only proved the said Will, and *W. S.* and *J. H.* his Executors in Trust.

It is pretended that *J. B.* dyed above 650 *l.* in debt, which was afterwards paid by his Executors, and did not leave in personal Estate (besides the Leases in question) worth 1000 *l. per annum*, more than the value of 42 *l.* in Goods, and about 57 *l.* 14 *s.* 10 *d.* in desperate Debts, yet standing out, and thereupon, and for that the Devise of the Leases was not to take effect until the Debts Legacies and Funeral expences were paid, the said *R.* the Father, Executor to *J. B.* entred and received the Profits of the Leasehold Estate during the Life of *John Carolus*, and after his Death so long as he the said Father lived.

The

The 6th of *July*, 1675. *John Carolus* dyed before his Age of 21 years, unmarried and without Will, and his Father and Brother and Sister *A.* and *R.* then living.

R. the Father did not take out Letters of Administration to his Son *Carolus*, but after his death continued to receive the Profits, and dyed the 19th of *September*, 1679. and by his Will dated the 13th of *July*, in the life of *John Carolus*, after some specifick Legacies, devised all the rest of his Goods and Chattels, Debts and Estates whereof he was possessed, or any way due or belonging unto him, his Debts, Legacies and Funeral Charges being first satisfied, unto his Children, *John Carolus S. R. S.* and *A. S.* equally to be divided amongst them, part and part alike, and if any of them should dye before their respective Ages of 21 years, or day of Marriage of his Daughter first happning, then he gave the part of him, her or them so dying, to and amongst the survivor of them, over and above such Estate and Legacies as are given and bequeathed to them, in and by the Will of their said Grandfather, and made the Defendant *T. S.* his Executor in Trust.

In *September* 1679. the Defendant *T. S.* proved the Will of the said *R. S.* and obtained Letters of Administration with the Will annexed of the said *J. B.* and possessed himself of the Estates of the said Grandfather and Father.

The 15th of *May*, 1687. the Defendant *R.* attained his Age of 21 years, unmarried.

And the Defendant *A.* is not 21 years of Age, and unmarried.

The Plaintiff *D.* in *October*, 1687. obtained Adminiſtration in the Prerogative and Biſhops Court of *London*, of *John Carolus* his Eſtate, as Guardian to the Plaintiff *A.* in Truſt till ſhe came of Age.

The Delegates and Prerogative have lately laid aſide the Adminiſtration, and granted them to the Brother *R.* for that he was of Age and his Siſter a Minor.

The Defendants ſince *R.* came of Age, have made up Accounts for the Eſtates of the Grandfather, Father and Brother, and put *R.* in poſſeſſion, as is pretended, and will not allow the Plaintiff *A.* to have any Right or Intereſt to her Grandfathers or Brothers Eſtate, other than the 700 *l.* Legacy, by her Grandfathers Will and refuſe to diſcover her portion to obſtruct her Marriage.

Query 1. Whether any of the Eſtate of *B.* the Grandfather doth veſt in *John Carolus* his Grandchild until the Sum of Mony directed to be paid by *B.* his Will be ſatisfied?

2. If nothing did veſt in *J.* whether can any thing veſt in *R*?

3. If nothing veſts in either of them until the ſaid Monies are paid, unto whoſe uſe ſhall the Profits be received in the mean time?

4. By this Deviſe whether and to whom the Eſtate muſt go and fall?

I am of Opinion that the Legacy of *B.* his

his perſonal Eſtate veſted in *J. Carolus S.* preſently upon *B.* his death, ought to come to his Executors or Adminiſtrators.

I think what Title *R.* hath to this reſidue of *B.* his Eſtate, is as Adminiſtrator to his Brother *J. Carolus S.*

I think in this Caſe, if there were not other Aſſets of *B.* his Eſtate to anſwer his Debts and Legacies, ſo much of the Rent of theſe Houſes, *&c.* as will be for that purpoſe ſufficient, ought to be applied to pay thoſe Debts and Legacies, as the reſt belongs in Equity to the perſonal Eſtate of *J. Carolus S.*

I think by this Deviſe the Leaſes for years ought to come to *J. Carolus S.* his Adminiſtrators, he dying Inteſtate, and by the Act of Inteſtates Eſtates ought to be divided between his Brother and Siſter.

Fr. Pemberton.

Bills

Bills for Marriage Settlements.

The Complainants Husband having Leaſed to Truſtees ſeveral Lands and Tenements for the uſe of his Wife during her Life (if ſhe ſhould ſurvive him) in recompence of Dower, and the Heir by a former Venter entring on the Premiſſes, and concealing the Leaſe, Exhibits a Bill for diſcovery and quiet Enjoyment.

COmplaining ſheweth unto your Lordſhip, your Oratrix, Dame *V. B.* the Widow of Sir *R. B.* late of *W.* in the County of *Somerſet*, Baronet, deceaſed, That the ſaid Sir *R. B.* was in his Life-time ſeized in his Demeſn as of Fee, of and in the Manor of *W.* and Manſion-Houſe of *Barton*-Farm, and Demeſn Lands of *W.* with the Appurtenances in the County of *Somerſet*, worth of and in preſent poſſeſſion 1200 *l. per annum* and upwards, of which the ſaid *Barton*-Farm and Demeſns, and certain Woods and Wood-Ground (beſides what is leaſed out upon old Rents for Lives, or Years, determinable upon Life or Lives) are above 400 *l. per annum*. And the ſaid Sir *R. B.* being ſo ſeized or pretending himſelf to be ſo ſeized, in conſideration of a Marriage intended to be had between him and your Oratrix, by Indenture dated on or about the 19th day of *September*, in the ſixteenth year of his Majeſty that now is, made between him

n the ſaid Sir *R. B.* of the one part, and *H.* of *H.* in the County of *Dorſet*, Eſq; *S.* of *I.* in the County of *Somerſet*, Eſq; d *W. W.* of *T.* in the County of *Southpton*, Gent. of the other part, for a ſufiant maintainance and livelyhood for your trix, in caſe ſhe ſhould ſurvive the ſaid *R.* and for other good Conſiderations, demiſe, grant and to farm let unto ſaid *R. H. W. S.* and *W. W.* their Execu- and Adminiſtrators, the ſaid Manſion- uſe of *Barton*-Farm, demeſn Lands and ods, with the Appurtenances for 80 years, your Oratrix ſhould ſo long live, to com- nce immediately after the death of the *R. B.* which was in truſt for your Oratrix, with a Proviſo in the ſaid Indenture con- ed, That if your Oratrix ſhould bring Action or Writ of Dower, to recover third part of any of the Lands of the Sir *R. B.* then the ſaid Leaſe or Term uld ceaſe, or to ſuch effect. And the Sir *R. B.* did thereupon Covenant for and his Heirs, with the ſaid Truſtees their quiet enjoying, during the ſaid m, againſt all Incumbrances done by him, for making farther aſſurance by him his Heirs, during your Oratrix her life, by the ſaid Indenture, or ſome Coun- part or Copy thereof, in the Hands of perſons hereafter named, or ſome or of them, or ſome other perſon or per- s, by their, or ſome or one of their de- ry, conſent or privity, if produced, may re fully appear. And the ſaid Marriage upon

upon the Agreements and Covenants in the ſaid Indenture contained, was afterwards had and ſolemnized, and your Oratrix having continued his Wife for two years or thereabouts, on or about the Month of *Auguſt*, 1666. the ſaid Sir *R. B.* dyed, leaving your Oratrix no other proviſion or livelyhood, and your Oratrix expecting to have enjoyed the ſaid Manſion-Houſe of *Barton*-Farm, demeſn Lands and Woods, with the Appurtenances. But ſo it is, may it pleaſe your Lordſhip, That *B. W.* Eſq; *E. P.* Eſq; and Sir *R. B.* Son and Heir of the ſaid Sir *R. B.* by a former Wife, by Combination and Confederacy between themſelves, and with *R. B. J. B. W. B. M. B. R. B.* and *A. B.* Children of the ſaid Sir *R.* by his ſaid former Wife, do withold the poſſeſſion of the ſaid Premiſſes, from your ſaid Oratrix and the ſaid Truſtees for her, and do receive the Rents, Iſſues and Profits thereof amongſt themſelves, but which of them in particular your Oratrix cannot diſcover; upon many feigned pretences the ſaid Sir *A. B.* ſometimes receiving all the Rents and Profits of the Premiſſes, and pretending ſometimes that the ſame belong to him as Heir in Tail, or by a Settlement in Marriage made by the ſaid Sir *R.* upon the Marriage of his ſaid Mother, whereas he knoweth that there was not any ſuch, or if there were that the Premiſſes demiſed to the ſaid Truſtees for your Oratrix's livelyhood, were not compriſed therein, or however, that the ſaid Sir *R. B.* notwithſtanding any ſuch Marriage Settlement,

ent, had power to make the ſaid Leaſe, nd demiſe to the ſaid Truſtees as aforeſaid, nd at other times therefore the ſaid Sir *A. B.* retendeth to hold the Premiſſes and receive he Rents, Iſſues and Profits of the ſame, by nd under the ſaid *B.* and *E. P.* or one of hem, and they the ſaid Sir *A. B. B. W.* and *B.* by the Combination aforeſaid, do pre- end that the ſaid Sir *R. B.* many years ſince id make ſome Leaſe of the Premiſſes for thouſand years, or ſome other long term f years yet in being, to ſome perſon or per- ons unknown to your Oratrix, which term come to them the ſaid *B. W.* and *E. P.* in ruſt to pay Portions for the ſaid younger Children of the ſaid Sir *R. B.* whereas if any uch Leaſe was made by the ſaid Sir *B.* pre- ending the ſaid Leaſe made to the ſaid Truſtees for your Oratrix, the ſame was ade colourably, either to prevent a Se- queſtration, or to mitigate a Compoſition in he late unhappy Troubles, the ſaid Sir *R.* aving engaged for the late King, or upon Truſt for the ſaid Sir *R. B.* or if it were for he raiſing of Portions for the ſaid younger Children, the ſame was voluntary and frau- ulent, or however the ſaid Portions are or might have been raiſed from the time of he commencement of the ſaid pretended Leaſe of a thouſand years, by the Annual Rents and Profits, or caſual Rents and Profits, in making Leaſes upon Fines, and by Wood-Sales, and otherwiſe, and ſince he date of the ſaid pretended Leaſe for thouſand years, divers Leaſes have been made

made for Lives, or years determinable upon Lives at the old Rents, and upon great Fines, which Leaſes have been enjoyed and the old Rents paid, and divers Wood-ſales made, which ſaid Rents and Profits and Fines, upon Leaſes and Wood-ſales, and all other caſual profits, ought to be accounted for, and go in diſcharge of the ſaid Portion, and any neglect or default therein ought not to turn to your Oratrix's prejudice. But the ſaid Sir *A. B. W.* and P. and the ſaid other Children of the ſaid Sir *R. B.* ſome or one of them having in their, ſome or one of their Hands, the ſaid original Leaſe, and mean Aſſignments, and the Deeds declaring the Truſt of the ſame, and the Counterparts of the Leaſes made ſince the ſaid Leaſe for 1000 years, and the Terrers, Rentals, Books and Notes of Account, and other Writings manifeſting the particulars of the Lands, and Values, Rents, Profits, Fines and Wood-ſales, do conceal the ſame from your Oratrix, and do by combination aforeſaid threaten and terrifie the ſaid Truſtees, that they dare not enter upon the Premiſſes, nor will, for preventing trouble to themſelves, require an account of the Premiſſes, and ſo your Oratrix is left deſtitute of a livelyhood, and dare not bring any Writ of Dower for any other Lands of which her Husband dyed ſeized, which are of good value, and well known to the ſaid Confederates, but concealed from your Oratrix, leſt ſhe ſhould make void the ſaid proviſion made for her by her ſaid Husband. All

which

which proceedings of the ſaid Confederates are contrary to Equity, and tend to your Orators utter Ruin, for which ſhe is nevertheleſs remedileſs by the Common Law. In conſideration whereof, and to the end that the truth of all and ſingular the Premiſſes may be diſcovered, and your Oratrix relieved in the ſame, according to Equity, May it pleaſe your Lordſhip, *&c.*

Bills to Redeem Mortgages.

The Complainant in right of his Wife Exhibits his Bill againſt the Mortgagees, to have the Premiſſes delivered up and re-conveyed, the Mortgage Mony being raiſed out of the Profits of the Eſtate.

HUmbly, *&c.* ſheweth, *&c.* your Orator *J. P.* of, *&c.* and *S.* his Wife, Daughter of *A. S.* late of the Pariſh of St. *Giles*'s, &c. That your Oratrix's ſaid late Father was in his life-time, that is to ſay, about the year of our Lord, 1668. poſſeſſed of divers Meſſuages and Tenements, ſcituate and being in a place called *B. A.* in the County of *Middleſex*, for a long term of forty or fifty years, the greateſt part whereof were then to come and unexpired, which ſaid Meſſuages and Tenements were of the yearly value of about 200 *l. per annum*, or thereabouts, and being ſo poſſeſſed, he your Orators

tors ſaid Father did on or about the year of our Lord God, 1670. in conſideration of the Sum of 600 *l.* Mortgage the ſaid Meſſuages and Premiſſes, to one *S. V. T. W.* and *P. W.* of, *&c.* which ſaid *S. V.* and *T. W.* were, as your Oratrix hath heard and believes, only Truſtees for the ſaid *P. W.* and the ſaid 600 *l.* was, as your Orator hath heard, the proper Monies of him the ſaid *P. W.* And ſometime afterwards, that is to ſay, on or about the 4th day of *Auguſt*, 1671. your Oratrix's ſaid Father made his laſt Will and Teſtament in Writing, and your Oratrix's ſaid Mother *E. S.* now *E. G.* Executrix thereof, and the ſaid *S. V.* and *T. W.* Overſeers, in and by which ſaid laſt Will and Teſtament, amongſt other things, he your Oratrix's ſaid Father, did will and deſire his ſaid Overſeeers, the ſaid *S. V.* and *T. W.* to be aſſiſtant to his ſaid Executrix in getting in ſuch Debts as were owing to him, and to ſell, diſpoſe, or otherwiſe manage to the beſt advantage of his Wife and Children, his ſaid Leaſe and Leaſes of the ſaid Tenements in *B. A.* ſo Mortgaged as aforeſaid, and therewith ſatisfie themſelves the ſaid Sum of 600 *l.* together with his other juſt Debts. And farther your Oratrix's ſaid Father, in and by his ſaid Will deſires his Debts and his Legacies therein bequeathed, ſhould be paid and ſatisfied with all convenient ſpeed, and therein and thereby, amongſt other things bequeaths as followeth, that is to ſay, That after his Debts and Funeral Charges, and ſome particular Legacies therein mentioned

oned are ſatisfied, that his whole Eſtate ſhould be caſt up and divided into three equal parts, one third whereof he thereby gives and bequeaths unto his ſaid Wife, your Oratrixes ſaid Mother *Elizabeth*, now *Elizabeth Griffin*, and one other third part thereof he bequeaths to his Son *Anthony Self*, your Oratrix's Brother, and the other third part he gives and bequeaths unto your Oratrix *Suſannah* his Daughter, and that if either his ſaid Son or Daughter ſhould dye before the others ſhould have received their ſaid Portions and Legacies, ſo bequeathed as aforeſaid, that then the Legacy or Portion of him or her ſo dying ſhould go to the Survivor, as in and by the laſt Will and Teſtament of your Oratrix's ſaid Father, relation being thereunto had may, amongſt other things, more fully and at large appear. And your Orator and Oratrix farther ſhew unto your Lordſhip, That ſhortly after the making the laſt Will and Teſtament of your Oratrix's ſaid Father, that is to ſay, about the year of our Lord, 1671. your Oratrix ſaid Father dyed, leaving beſides the ſaid Meſſuages and Tenements, a conſiderable perſonal Eſtate, which your Oratrix believes came to the hands of her Mother, the ſaid *Elizabeth*; and ſometime after the death of your Oratrix's ſaid Father, that is to ſay, about ten or twelve years ſince, your Oratrix's ſaid Brother *Anthony Self* dyed, having never received his ſaid Legacy, or proviſion, or any part thereof, ſo that your O-

trix is entituled to that part or ſhare of her ſaid Brother, in and by the Will of her ſaid Father, and ought to be paid and ſatisfied the ſame, together with her own third part, according to the true intent and meaning of her ſaid Fathers Will. And your Oratrix farther ſheweth unto your Lordſhip, That ſometime after the death of your Oratrix's ſaid Father, that is to ſay, about the year 1675. they the ſaid *S. V.* and *T. W.* and the ſaid *P. W.* or one of them entred into the poſſeſſion of the ſaid Meſſuages or Tenements, and about the year 1676. the ſaid *P. W.* dyed, after whoſe death they the ſaid *S. V.* and *T. W.* or one of them received the Rents and Profits thereof for a conſiderable number of years, and they the ſaid *V.* and *W.* or the one of them, as your Oratrix hath heard, pretending to have accounted for the ſame; and about the year 1680, or 1681. the ſaid *S. V.* dyed inteſtate, to whom his Son *S. V.* took out Letters of Adminiſtration; and about ſix years ſince the ſaid *T. W.* dyed, having firſt made his Will, and one *J. F.* Executor thereof. And your Orator and Oratrix farther ſhew unto your Lordſhip, That ever ſince the death of the ſaid *P. W.* and as well in the life-time of the ſaid *S. V.* and *T. W.* as ſince their death, the ſaid *L. S.* and her Husband have partly by the agency of them the ſaid *V.* and *W.* and one *J. B.* the Rent-gatherer of the Premiſſes, received and had accounted to them the ſaid *F. S.* and *L.* his Wife, the Rents and Profits of the Premiſ-

ſes

ſes, and made great advantage to themſelves, and contrived ſome ſecret Eſtate or Eſtates thereof, and particularly about years paſt they the ſaid *F. S.* and *L.* his Wife have aſſigned and transferred or otherwiſe conveyed the ſaid Meſſuages and Tenements to one *T. P.* who is the preſent poſſeſſor thereof, pretending to have purchaſed the ſame for a full and valuable Conſideration in Mony, really and *bona fide* paid without notice of the ſaid Mortgage to the ſaid *P. W.* although in truth the ſaid Mortgage was long ſince ſatisfied, and a very great over-plus remained in the hands of the ſaid *F. S.* and *L.* his Wife, ſo that the ſame ought to have been delivered up and cancelled, and your Oratrix long ſince ought to have received her ſaid Legacy and Portion, which was to have been paid thereout according to her ſaid Fathers Will, and which your Oratrix, partly by reaſon of her Infancy and tender years at the time of her Fathers death, and alſo being ignorant of her Right, could not make any demand thereof until of late, which having done in a friendly manner, and deſiring account and ſatisfaction of her ſaid Portion and Legacy, and account of the matters aforeſaid, as well from your Oratrix ſaid Mother as the ſaid *F. S.* and *L.* his Wife and the ſaid *T. P.* as alſo ſatisfaction and account from the ſaid *J. B.* of the Rents and profits from time to time received and had of and from the ſaid Meſſuages and Tenements, yearly and every year, during

the years he collected the Rents thereof, which was for moſt part of the time aforeſaid, alſo an account from the ſaid *S. V.* and *J. F.* what and how much thereof hath been received by the ſaid *T. W.* and *S. V.* or either of them, and by them or either of them paid and accounted to the ſaid *F. S.* and *L.* his Wife or others, ſhe your Oratrix is utterly denied and refuſed any ſatisfaction in the Premiſſes, and inſtead thereof they the ſaid *F. S.* and *L.* his Wife, *J. B. S. V.* and *J. F.* combine and confederate togther and endeavour to defeat your Oratrix of her juſt demand, as aforeſaid, contrary to Equity and Juſtice. In tender conſideration whereof, and for that your Oratrix is remedileſs by the Common Law, where ſhe cannot make ſuch exact proof in matter of this length of time, and ſo perplexed and intricated as aforeſaid, ſave only by the Oaths of the ſaid Confederates before your Lordſhip in this honourable Court, where matters of this nature are properly relievable, as your Orator and Oratrix are adviſed. To the end therefore that the ſaid *F. S.* and *L.* his Wife, *J. B. T. P. E. G. S. V.* and *J. F.* may true and perfect Anſwer make to all and ſingular the Premiſſes, upon their corporal Oaths, and particularly that your Oratrix's ſaid Mother *E. G.* may anſwer what ſhe knows concerning the matters aforeſaid, and what perſonal Eſtate of your Oratrix's Father hath come to her Hands, and whether ſhe hath been privy or conſenting to any Writing

or

or Conveyance of the Premiſſes to the ſaid *F. S.* and *L.* his Wife, or the ſaid *T. P.* and upon what conſideration, and why ſhe hath delayed ſo long to require an account and ſatisfaction of the Premiſſes, in order to the executing and performing your Oratrix's ſaid Fathers Will; and that the ſaid *J. B.* may anſwer and diſcover what were the true yearly value of the Premiſſes for the years he collected and received the Rents thereof, and for how long time he received the ſame, and when and to whom he accounted and paid the ſame, and by what order and direction it was particularly that he received the ſaid Rents, and to whoſe uſe, and how much particularly and in certain he received and paid in the whole for all the time he continued the Rent-gatherer thereof, and may produce his Accounts thereof. And that the ſaid *S. V.* and *J. F.* may anſwer and ſet forth what Notes, Papers, Books of Account or other Writings or Evidences of the Premiſſes have come to their or either of their Hands, both as to Receipts, Payments or Diſburſments had and made by the ſaid *S. V.* and *T. W.* deceaſed, or either of them, or otherwiſe touching the matters aforeſaid. And that the ſaid *F. S.* and *L.* his Wife may anſwer and ſet forth for how long time they or either of them have received the Rents and Profits of the Premiſſes, and when they or either of them firſt received any of the Rents and Profits, or took the Accounts thereof, and of and from whom they received the ſame,

and when and for how long time, and what is their Right and Title thereunto, and how derived, and whether they or either of them do not know that the ſame was only a Mortgage in the ſaid *P. W.* and may ſet forth whether they have not the ſaid Mortgage Deed in their or one of their Cuſtodies, or of ſome other perſon with their privity and appointment, and may produce the ſame or a true Copy thereof, and what Eſtate they the ſaid *F. S.* and *L.* his Wife, or either of them have made of the Premiſſes to the ſaid *T. P.* and upon what Conſideration, and when the ſame was made, and may come to an Account with your Orator and Oratrix for the Rents and Profits of the Premiſſes for all the time they have inter-medled therein and received the ſame, and upon the whole matter may, upon an over-plus appearing in their Hands, over and above the ſatisfaction of the ſaid principal Mortgage-mony of ſix hundred pounds and Intereſt, be ordered to re-convey the Premiſſes, purſuant to the Directions of your Orators ſaid Fathers Will, to the end your Oratrix may receive her Portion and Legacy therein bequeathed to her, and that the ſaid *T. P.* may ſet forth by what Deed or Conveyance he claims the Premiſſes, and from whom and when and how executed, and for what Conſideration in Mony really and *bona fide* paid, and to whom and when, and whether he doth not know or hath heard that the Premiſſes were only a Mortgage in the ſaid *P. W.* ſo made

made to him by your Oratrix's Father, as aforeſaid, and whether he hath not read or heard thereof, or knows where the ſame is or late was, and that the ſame may be produced and your Orator and Oratrix have ſuch ſatisfaction and relief in all and ſingular the Premiſſes as ſhall be agreeable to Equity and Juſtice.

Bills of Reverſal againſt Decrees and other Proceedings in *Ireland*, and limited Juriſdictions in *England*.

The Plaintiff Exhibits his Bill for Reverſing a Decree in the Court of Chancery in Ireland.

COmplaining ſheweth unto your Lordſhip, your daily Orator *G.P.* of *L.* in the County of *London-Derry* within the Kingdom of *Ireland*, Eſq; That in the year of our Lord, according to the computation of the Church of *England*, 1654. your Orator did take up from *John Nichols* of *L. D.* in the ſaid Kingdom of *Ireland* in Goods, Commodities and ſome Mony to the value of the Sum of 350*l.* of currant Mony of *England*, and for the ſecuring the payment of the ſame, with lawful Intereſt, according to the known Laws

of the Kingdom of *Ireland*, at a certain day then to come, and now long ſince paſt, unto the ſaid *J. N.* his Executors, Adminiſtrators or Aſſigns, your ſaid Orator did Mortgage unto the ſaid *J. N.* Seven Farms or Town-Lands, yielding at that time 128 *l.* 10 *s.* of lawful Mony of *England*, and ſince that time the yearly Rent of 325 *l.* and for the farther ſecuring the payment of the aforeſaid 330 *l.* your ſaid Orator did at the ſame time enter into a Statute-Staple to the ſaid *John Nichols*, his Executors, Adminiſtrators and Aſſigns, or to ſome perſon or perſons in truſt for him, in the penalty of 1601 *l.* of lawful Mony of *England*, as by the ſaid Deed of Mortgage and Statute-Staple, now remaining in the hands or cuſtody of the ſaid *J. N.* or in the cuſtody of ſome other perſon or perſons in truſt for him the ſaid *J. N.* and to which your Orator for greater certainty refers himſelf when produced, may more fully and at large appear: And your Orator farther ſheweth, That the ſaid *J. N.* or ſome perſon or perſons in truſt for him, and by his Order did receive out of the Profits of the Farms and Lands ſo Mortgaged to him by your Orator, as aforeſaid, for two years, long ſince paſt, the juſt Sum of 257 *l.* towards the ſatisfaction and payment of the 530 *l.* principal Mony, ſo taken up and borrowed by your Orator of the ſaid *J. N.* as aforeſaid, and in the year 1662. your Orator paid to the ſaid *J. N.* the Sum of 65 *l.* towards the farther payment of the ſaid Debt,

your

your Orator for ſome years after neglecting to pay the remainder of the ſaid Sum of 530 *l.* your ſaid Orator was in the year of our Lord God, according to the computation of the Church of *England*, 1666. by indirect means uſed by the ſaid *J. N.* compelled to account with him the ſaid *J. N.* and conſtrained to perfect and execute a new Deed of Mortgage to the ſaid *J. N.* of the ſame Eſtate, or ſome other Eſtate of your Orator in the Kingdom of *Ireland*, in truſt, and for the Security of what ſhould appear to be due upon the firſt Deed of Mortgage and Statute-Staple, ſo executed by your Orator, and upon no other Conſideration whatſoever, whereby your ſaid Orator became obliged to pay in ſome ſhort time after, to the ſaid *J. N.* his Executors, Adminiſtrators or Aſſigns, the juſt and entire Sum of 750 *l.* as by the ſaid Deed of Mortgage ſo extorted from your Orator, as aforeſaid, now remaining in the hands or cuſtody of the ſaid *J. N.* or in the cuſtody of ſome other perſon or perſons in truſt for him the ſaid *J. N.* and to which your Orator for the greater certainty refers himſelf, when produced, will more plainly and at large appear, in ſatisfaction of the arrear of the ſaid former Deed, wherein your Orator was obliged to pay unto the ſaid *J. N.* the Sum of 530 *l.* and no more, notwithſtanding the ſaid *J. N.* had before received out of your Orators Eſtate, and in part of the principal Sum of 530 *l.* ſo taken up and borrowed by your Orator

Orator as aforesaid, the just Sum of 257 *l.* or if taken, was more than 24 *per Cent.* Interest, contrary to Equity and good Conscience, and contrary to the known Laws of the Kingdom of *Ireland*, and also the Sum of 65 *l.* as aforesaid; but so soon as your Orator had perfected and executed the said later Deed of Mortgage to the said *J. N.* for the farther Sum of 750 *l.* principal Mony as aforesaid, he the said *J. N.* refused to cancel or deliver up unto your Orator the aforesaid first Deed of Mortgage, or to release the said Statute for 1160 *l.* so entred into by your Orator, as aforesaid. And your Orator farther sheweth that in pursuance of the later Agreement by the second Deed of Mortgage so entred into and extorted from your Orator, as aforesaid, your said Orator did pay or cause to be paid unto the said *J. N.* or his Order the just Sum of 550 *l.* by 50 *l. per* Month, so that by a just and reasonable computation the said original Sum of 530 *l.* and legal Interest for the same, was not only fully paid and satisfied, but also by a just computation the Sum of 64 *l.* was overpaid, notwithstanding all which, the said *J. N.* refuseth to cancel or deliver up unto your Orator the aforesaid Deed, but still detains not only the Original Mortgage-Deed, and the Statute-Staple, but also the later Deed made for the payment of the 750 *l.* as aforesaid, by which indirect proceedings it remains in the power and at the pleasure of the said *J. N.* his Executors, Administrators

iniſtrators or Aſſigns at any time to extend our Orators Eſtate, by virtte of the firſt eed of Mortgage and Statute-Staple there-on, and to compel your Orator under in of loſing all manner of Equity of Re-mption to pay the Mony contracted and omiſed by the aforeſaid late Deed of Mort-ge, though the principal Debt and Inte-ſt for the ſame, be in good Conſcience and uity fully ſatisfied and paid, and the Sum 64 *l.* over and above. And your Orator rther ſheweth, That in the year of our ord God, according to the computation the Church of *England*, 1656. your O-tor received an Aſſignment from the Right onourable the Earl of *Donegal* in the King-om of *Ireland*, on *George Cary*, Eſq; Agent d Receiver for the ſaid Earl, for the true yment of 800 *l.* of lawful Mony of *Eng-nd*, in the ſpace of four years, by ſeveral yments, which your Orator did aſſign o-r, and by his Letters of Attorny, conſti-te and appoint the ſaid *John Nichols* to ceive, who accordingly did receive the me half yearly, that is to ſay 100 *l.* by half early payment, ſo that in the year of our ord God, according to the computation of e Church of *England*, 1660. he the ſaid *ohn Nichols*, or ſome other perſon or per-ons by his order, and for his uſe, and upon e account of your Orator, did receive om the ſaid Earl of *Donegal* or his Steward, r from ſome other perſon or perſons, by is or their or both or one of their Or-ers, the juſt Sum of 800 *l.* of lawful Mo-

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ny of *England*, by the ſeveral payment herein before ſet forth, all which ſaid ſeveral Sums of Mony herein before ſet forth the ſaid *John Nichols* hath received for your Orators Uſe, and upon your Orators Account, and is now lyable not only to account with your Orator for the ſeveral principal Sums of Mony herein before ſet forth, but alſo for the Intereſt of the ſame at 10 *l. per Cent.* according to the known Laws of the Kingdom of *Ireland*, or at leaſt 6 *l. per Cent.* according to the known Laws of this Kingdom, and to pay your Orator the whole Principal and Intereſt Mony, which at the loweſt computation amounts in the whole to the Sum of 3597 *l.* 12 *s.* or ſome ſuch or the like great Sum of Mony, the which your Orator well hoped he the ſaid *J. N.* would long ſince have done, he having often times in a friendly manner been required by your Orator ſo to do. But ſo it is, may it pleaſe your Lordſhip, That in the year of our Lord God, according to the computation of the Church of *England*, 1658. Dame *A. P.* then the Relict and Widow of Sir *T. P.* late of *L.* aforeſaid, in the Kingdom of *Ireland*, deceaſed, having obtained a Decree in the Court of Chancery in *Ireland*, againſt part of your Orators Eſtate in that Kingdom, for the juſt Sum of 500 *l.* of lawful Mony of *England*, for the Arrears of the ſaid Dame *A.P.*'s Joynture, and 80 *l. per annum*, to be paid to her during her life, out of your Orators Eſtate in the Kingdom of *Ireland*, from the year

r of our Lord God, according to the
mputation of the Church of *England*,
7. the ſaid *J. N.* in the year of our
d God, 1665. did in truſt for your O-
r aſſume and undertake to compound
h the ſaid Dame *A. P.* for the arrears
her Joynture, ſo decreed upon your O-
rs Eſtate in the Kingdom of *Ireland*, as
reſaid, for the benefit and advantage of
r Orator, and accordingly he the ſaid
N. agreed and compounded with the ſaid
me *A. P.* on your Orators behalf for the
m of 600 *l.* of currant Mony of *England*,
diſcharge the Decree and Incumbrance
n your Orators Eſtate in the Kingdom
reland, for the arrears of her the ſaid
P.'s Joynture, ſo decreed unto her, as is
ein before ſet forth, but no ſooner the
d *J.N.* was intituled to the ſaid Arrears by
Grant of the ſaid Dame *A. P.* in truſt
your Orator, and in diſcharge of the
Decree ſo obtained againſt your O-
r in the Kingdom of *Ireland*, as afore-
, but he the ſaid *J. N.* contrary to all
ity and good Conſcience, without ha-
any regard to the truſt repoſed in
, and the faithful promiſes made to
r Orator, unjuſtly ingroſſed to himſelf
bargain and benefit of the ſaid com-
tion made with the ſaid Dame *A. P.*
t about to extend your Orators Eſtate,
virtue of the ſaid Decree obtained by
me *A. P.* upon part of your Orators E-
e, as aforeſaid, whereupon your Ora-
was compelled to come to an agree-

ment

ment with the ſaid *J. N.* who accordi
ly in the year 1666. did ſell aſſign a
make over to your Orator the whole
nefit and advantage of the ſaid Decree,
conſideration of the Sum of 800 *l.* to
paid by your Orator unto the ſaid *J.*
at 50 *l.* by the Month, until the ſaid 80
ſhall be paid, but ſo ſoon as your Orat
had perfected and executed a Deed for t
ſecuring the payment of the ſame to the ſa
J. N. the ſaid *J. N.* refuſed to deliver
to your Orator the Aſſignment of the ſa
Decree made by the ſaid Dame *A. P.* as
foreſaid, but detained and ſtill doth d
tain the ſame, notwithſtanding your Or
tor did, in purſuance of the ſaid Agreemen
pay to the ſaid *J. N.* the Sum of 250 *l.* an
expected the remainder of the ſaid Agre
ment to be allowed on Account out
what was due by him to your Orator, u
on the account herein before ſet forth; b
the ſaid *J. N.* taking advantage of yo
Orators being beyond the Seas out of th
Kingdom, Sued your Orator in the Cou
of Chancery there, and obtained a Decre
ex parte againſt your Orator for the juſt Sum
of 2917 *l.* 12 *s.* and 4 *d.* or ſome ſuch Sum
of Mony upon pretence of Arrears due t
the ſaid Dame *A. P.* without making an
diſcount or taking any manner of notic
of the Mony that he ſtood indebted fo
to your Orator in, being the Sum
3527 *l.* 12 *s.* or ſome ſuch great Sum
of Mony as is herein before ſet forth
and notwithſtanding the ſaid *J. N.* ha

ſſigned and ſet over the benefit of the ſaid
ormer Decree to your Orator, as is here-
before ſet forth, and had affirmed the
greement by the payment of 250 *l.* as a-
oreſaid, by virtue of which laſt mentioned
Decree ſo obtained againſt your Orator by
he ſaid *J. N.* as aforeſaid, he the ſaid *J. N.*
ook poſſeſſion of your Orators whole E-
ate in the Kingdom of *Ireland*, and by the
ower of the Sheriffs there, turned your
rators Wife and Children out of Doors,
ompelled your Orators Tenants to attorn
him, and by that means received out of
our Orators Eſtate many thouſands of
ounds more than was really and *bona fide*
e, upon the Compoſitions he made in
ſt for your Orator, for the Arrears of
eſaid Dame *A. P.*'s Joynture, as aforeſaid,
withſtanding all which, the ſaid *J. N.*
th ſtill detain the ſaid Deed executed by
our Orator for the payment of 800 *l.* as
before ſet forth, and thereby hath it in
s power to extend your Orators Eſtate
r non-payment of the ſame; and your
rator farther confiding in the honeſty and
egrity of the ſaid *J. N.* he your ſaid O-
tor did farther impower the ſaid *J. N.*
the year of our Lord, according to the
mputation of the Church of *England*, 1675.
receive the juſt Sum of 209 *l.* 10 *s.* 3 *d.*
ſome ſuch Sum of Mony, which your
rator hath due to him by Bill of Exchange,
yable at *Rotterdam* in *Holland*, your Ora-
r being then beyond the Seas; and in the
ar of our Lord, 1676. your Orator did

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consign to him the said *J. N.* then and now resident in the Kingdom of *Ireland*, a parcel of Goods and Merchandizes, amounting to the value and just Sum of 355 *l.* 4 *s.* 9 *d.* of currant Mony of *England*, or some such Sum of Mony, and in the year of our Lord God, according to the computation of the Church of *England*, 1677. he your said Orator did consign unto the said *J. N.* then and now resident in the Kingdom of *Ireland* aforesaid, a Ship laden with Deal Boards and other Commodities and Merchandizes, and 500 Dollars of ready Mony amounting to the real value of 517 *l.* 17 *s.* and 8 *d.* of currant Mony of *England*, or some such Sum of Mony, all and every of which Sums of Mony Goods and Merchandizes as aforesaid, he the said *J. N.* received for your Orators use and upon your Orators Account, but hitherto refuseth to pay or discount with your Orator for the same, or any part thereof, and your Orator since the late Change of Government here in *England*, being wrought upon and prevailed with by the People of *London-Derry* in the Kingdom of *Ireland*, or some of them, to come over into *England* and Solicit his now present Majesty on their behalf, and that your Orator and his Family are setled here, and cannot go over into *Ireland*, by reason of several Affairs of his own and other persons wherein he is intrusted, require his presence and daily attendance at the Court here in *England*, the said *J. N.* taking advantage thereof, endeavours now

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in the abſence of your Orator, not only to revive the Decree which he obtained againſt your Orator *ex parte* as aforeſaid, notwithſtanding the ſaid Decree is Erroneous in the particulars herein after ſet forth, Firſt becauſe the Decree was obtained *ex parte*, when neither your Orator, his Clerk in Chancery, nor his Solicitor were preſent. Secondly, becauſe the Decree was founded upon a Report *ex parte*, and that upon an account made. Thirdly, becauſe the account was falſely computed, in matter and form; for whereas the Report ought to have been made upon 500 *l.* firſt decreed in 1658. and the Arrears of the Annuity, and ſo it would have amounted to no more than 1050 *l.* or thereabouts, or elſe upon the 600 *l.* paid by the ſaid *J. N.* to the ſaid Lady *P.* and ſo it would have amounted to no more than 1170 *l.* or thereabouts, or elſe upon the 800 *l.* contracted and promiſed by your Orator to the ſaid *J. N.* and ſo it would not have amounted to more than 1300 *l.* or thereabouts, the Report computed upon the Forfeiture and Intereſt of it, reckoning 813 *l.* 12 *s.* and 9 *d.* for the Arrears decreed, and 204 *l.* for the growing Annuity and Intereſt upon it, and 100 *l.* Coſts in Suit, wherein no defence was made, and which was diſpatched in two Terms. Fourthly, becauſe the Report reckoned and accounted the Arrears of the Joynture from 1658. when the ſaid *J. N.* was not intituled to the ſaid Arrear till 1665. and likewiſe Intereſt at 10 *l. per Cent.*

upon every halfyearly payment, and thereby awarded Intereſt to him for Mony which he never poſſeſſed, nor diſburſed, but alſo to put the ſeveral Deeds of Mortgage which he hath, as alſo the later Deed for the payment of 800 *l.* as aforeſaid, in the Cuſtody of your Orator, all which ought long ſince to have been delivered up to your Orator to be cancelled, in ſuit againſt your Orator, and to extend your Orators whole Eſtate in the Kingdom of *Ireland* thereupon, notwithſtanding he the ſaid *J. N.* in his own Conſcience well knows that he ſtands really and *bona fide* indebted to your Orator in the ſeveral Sums of Mony herein before ſet forth, amounting to the juſt Sum of 5939 *l.* 12 *s.* or ſome ſuch great Sum of Mony, as likewiſe for the Goods, Merchandize and Mony aforeſaid, by him the ſaid *J. N.* had and received, the juſt Sum of 1487 *l.* 15 *s.* 9 *d.* in the whole amounting to 7387 *l.* 15 *s.* 9 *d.* and that he hath never yet paid nor accounted with your Orator for the ſame; and that the ſaid three ſeveral Deeds of Mortgage and Statute Staple ſo entred into by your Orator, as aforeſaid, ought long ſince to have been delivered up to your Orator to have been cancelled: but the ſaid *J. N.* the better to colour his unconſcionable and unjuſt proceedings againſt your Orator, now pretends and gives out in Speeches, That your Orator hath owned before a Maſter in Chancery in the Kingdom of *Ireland*, that there is 2000 *l.* due to him

the

the said *J.N.* upon the Decree *ex parte* obtained against your Orator, for the Arrears of the said Dame *A. P.* her Joynture, and that your Orator hath solemnly promised not to impede or hinder him the said *J N.* from receiving the same out of your Orators Estate in *Ireland*, or to seek for any abatement of the same, notwithstanding that he stands indebted to your Orator in the just Sum of 7387 *l.* 15 *s.* 9 *d.* or some such great Sum of Mony, and that the Mony due upon the Decree for the arrears of Dame *A. P.*'s Joynture, was long since paid and satisfied with a great over-plus of some thousand Pounds, when in truth if your Orator ever made any such consideration or promise, the same was extorted from your Orator *per dures* of Imprisonment and terror of Creditors coming upon your Orator for just Debts, and no otherwise; all which doings of the said *John Nichols* are contrary to Equity and good Conscience, and tend to your Orators great oppression and the utter ruin of himself, his Wife and Family. In tender consideration whereof, and forasmuch as your Orator is altogether remedileſs in the Premisses at and by the strict Rules of the Common Law of this Kingdom, and only relievable before your Lordship in this honourable Court, where Frauds and Cases of this nature are properly relievable; and the rather for that your Orators Witnesses who could prove the whole Premisses to be true, are either dead or in parts beyond the Seas, so that

your Orator wholy relies upon the Oaths of the ſaid *J. N.* for a full diſcovery of the truth of all and ſingular the Premiſſes, who, when called thereunto, your Orator well hopes that he will ſet forth and diſcover. To the end therefore that the ſaid *J. N.* may upon his corporal Oath diſcover whether in the year of our Lord, 1654. your Orator did not by his Deed under his Hand and Seal Mortgage unto him ſeven Town-Lands, and enter into a Statute-Staple for farther Security, and whether in purſuance thereof, he the ſaid *J. N.* or ſome other perſon or perſons for his uſe and upon your Orators account did not receive the Sum of 367 *l.* and 65 *l.* in the year, 1662. and whether in the year of our Lord, 1666. your Orator did not account with him the ſaid *J. N.* and whether he did not then perfect and execute another Deed of Mortgage for the payment of 750 *l.* or ſome ſuch Sum of Mony, upon pretence of arrears of the ſaid former Mortgage, and Intereſt pretended for the principal Sum of 530 *l.* or what other Sum of Mony, and whether in performance of the ſame your Orator did not pay or cauſe to be paid to him or his order the juſt Sum of 550 *l.* or ſome ſuch, or what other Sum of Mony, or whether he the ſaid *J N.* doth not ſtill detain the ſeveral Deeds and Statutes-Staple before mentioned from your Orator, and whether he did not in the year of our Lord, 1656. receive a Letter of Attorny from your Orator for receiving

ceiving the Sum of 800 *l.* from *G. C.* Eſq; by order of the Earl of *D.* and whether he or ſome other perſon or perſons by his Order did not really and *bona fide* receive the ſame upon your Orators account, and how much, and what part thereof, and whether at any time ſince he hath paid your Orator the ſame or any part thereof, and whether the ſaid *J. N.* in the year 1665. at the requeſt of your Orator, did not aſſume and promiſe to agree and compound with the Lady *P.* for the benefit and right of her Decree againſt your Orators Eſtate, for the uſe and benefit of your Orator, and whether he did not accordingly make an Agreement with the ſaid Lady for 600 *l.* and afterwards took a Grant of the ſame to his own uſe; And whether the ſaid *J. N.* did not in the year of our Lord, 1666. ſell and convey to your Orator the arrears of the Lady *P.*'s Joynture, and the benefit of the Decree by her obtained againſt your Orators Eſtate for the Sum of 800 *l.* or what other Sum of Mony, and whether your Orator did not in purſuance thereof pay or cauſe to be paid unto him the ſaid *J. N.* or his Order, the juſt Sum of 250 *l.* and whether he the ſaid *J. N.* did not wave and go back from his bargain, and in the year of our Lord, 1674. obtain a Decree againſt your Orator in *Ireland*, for the ſaid Arrears, when your Orator was beyond the Seas, without taking notice of the bargain and aſſignment of the right of the ſaid Decree to your Orator,

as aforesaid, or any Debt due from him to your Orator, and whether he hath not by virtue of such Decree been possessed of your Orators Estate in *Ireland*, and received divers and several great Sums of Mony thereout, and whether your Orator did not in the year 1666. perfect a Deed to the Defendant for the payment of 800 *l.* and whether he doth not, and why still detain and refuse to deliver up the same, and what hath he received yearly and every year out of the said Estate, and how much doth it amount to in the whole, and whether your Orator did in the year 1657. empower the said *J. N.* to receive the Sum of 209 *l.* or some such Sum being due to your Orator in *Rotterdam*, and whether the said *J. N.* did not receive the said Sum, and how much, and what is become of it, and why he doth not pay or discount with your Orator for the same, and whether your Orator did not in the year 1676. consign to the said *J. N.* a parcel of Goods and Merchandizess to the value of 355 *l.* 4 *s.* 9 *d.* and whether he did not receive and sell the said Goods for the same Sum, or for how much, and whether he hath since paid or accounted with your Orator for the same, and whether your Orator did not in the year 1677. consign to the said *J. N.* a Ship Laden with Deals and other Merchandize from *Norway*, and whether he did not receive the same, and for how much he sold them, and whether he did not at the same time receive 500 *Dollars*

lars from your Orators Factor, and whether he hath paid the ſame or any part thereof to your Orator, or allowed or diſcounted for the ſame with your Orator, and that he may ſhew cauſe, if he can, why he ſhould not come to an account with your Orator for the ſame, and all ſuch other, or which from time to time he hath received from your Orator out of your Orators Eſtate by virtue of the aforeſaid Decree obtained *ex parte*, and why he ſhould not cancel and deliver up to your Orator the three ſeveral Deeds of Mortgage before mentioned, and diſcharge the ſaid Statute-Staple, and acknowledge ſatisfaction for the ſame upon Record, and that he may be compelled ſo to do by the Decree of this honourable Court, and anſwer all and ſingular other the Premiſſes, as if particularly Interrogated, and that your Orator in all and ſingular the Premiſſes may be relieved, according to the Rules of Equity and good Conſcience, May it therefore pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator their Majeſties moſt gracious Writ of Injunction for ſtay of the Defendants farther Proceedings in *Ireland*, and Writ of *Subpena* to be directed to the ſaid *J. N.* and others, thereby commanding him and them at a certain day and under a certain pain therein to be limited, perſonally to be and appear before your Lordſhip in this moſt high and honourable Court of Chancery, and then and there to ſtand and abide ſuch farther Order and Decree therein as

to your Lordſhip ſhall ſeem meet and agreeable with Equity and good Conſcience, and your Otator ſhall ever pray for your Lordſhips, *&c.*

Bills of Revivor.

An Heir to his Father to whom he is Executor, having a fifth part of the Cuſtoms and Subſidies for importation, &c. *of* Logwood, *as Partner or Farmer with four others, who had a Grant by Letters Patents from King* Charles *the Second for the ſame; after his Fathers Death Exhibits his Bill againſt the other Partners for an Account of the Profits as to his proportion and ſhare, and ſome of the Partners dying and others aſſigning their ſhares, brings a Bill of Revivor againſt the other Partners, and the Executors and Aſſigns of ſuch as dyed and transferr'd, and the Son dying, his Brother, as Executor, brings a Bill of Revivor, that both his Brothers Bills may ſtand Revived.*

HUmbly, *&c.* ſheweth, *&c.* your Orator *W. F.* Eſq; Executor of the laſt Will and Teſtament of Sir *J. F.* late of *F.* in the County of *D.* Baronet, deceaſed, That about the Term of *Eaſter*, which was in the year of our Lord God, 1681. the ſaid Sir *J. F.* did Exhibit his Bill into this honourable Court againſt Sir *N. C.*

Sir

Sir *J. S. R. B.* Eſq; and *J. D.* for the purpoſes and to the end herein after ſet forth, and the Defendants *C. S.* and *B.* being ſerved with Proceſs to appear and anſwer the ſame, appeared and pleaded in abatement the want of proper parties, whereupon the ſaid Sir *J. F.* having amended his ſaid Bill, by Order of this Court, as well by making of more Parties to the ſame, as otherwiſe, the ſaid *C. S. B.* and *D.* put in their ſeveral Anſwers thereunto, after the ſaid *C. S.* and *B.* had ſtood in contempt to ſeveral Commiſſions of Rebellion, for not anſwering in time, but before the coſts of the ſaid Proceſs of Contempt were paid, or any farther proceedings were made in the ſaid Cauſe, the ſaid *B.* dyed, whereby the Suit as to him abated, whereupon, for the Revival of the ſame againſt Sir *O. G.* Knight, *S. S.* Eſq; and *K. C.* alias *B.* the ſaid *R. B.*'s Executors, the ſaid Sir *J. F.* did on or about the Term of St. *Hillary*, which was in the year of our Lord God, 1691. Exhibit his Bill of Revivor againſt the ſaid *G. S* and *C.* alias *B.* in theſe words, or words to the effect following, *viz. die* To the Right honourable the Lords Commiſſioners for the Cuſtody of the Great Seal of *England*, Humbly complaining ſheweth unto your Lordſhips, your Orator Sir *J. F.* of *F.* in the County of *D.* Baronet, That on or about the Term of Eaſter, which was in the year of our Lord God 168 . your Orator Exhibited his Bill into this honourable Court againſt Sir *N. C.* Sir *J. S. R. B.* Eſq; and *J. D.*

J. D. for the purpoſe and to the end herein after ſet forth, and the ſaid Defendants *C. S.* and *B.* being ſerved with Proceſs to appear and anſwer the ſame, appeared and pleaded in abatement the want of proper parties; whereupon your Orator having amended his ſaid Bill, by order of this Cout, as well by adding and making of more Parties to the ſame, as otherwiſe; the tenor whereof is as followeth. To the Right Honourable *George* Lord *Jefferies* Lord Chancellor of *England*, Humbly complaining ſheweth to your Lordſhip, your Orator Sir *J. F.* of *F.* in the County of *D.* Baronet, That his late Majeſty King *Charles* the Second, of ever bleſſed Memory, by his Indenture under the Great Seal of *England*, bearing date at *Weſtminſter* on or about the 23th day of *September*, in the 14th year of his Reign, *Annoque Domini* 1662. for the Conſiderations therein mentioned, did demiſe, grant and unto farm let unto *J. P.* Gent. all and all manner of Cuſtoms, Subſidies and Poundage, Sums of Mony, and other Duties whatſoever, which at any time or times, and from time to time, during the term of 21 years, as hereafter mentioned, ſhould be due or payable to his ſaid Majeſty, his Heirs or Succeſſors, for or by reaſon of the Importation or Exportation of *Logwood* alias *Blockwood*, into his Majeſties Kingdom of *England*, Dominion of *Wales* and Town of *Berwick* upon Tweed, or in any place or places in them, or any of them, or to them, or any of them belonging,

ing, and alſo all and all manner of *Log-wood* alias *Blockwood* whatſoever, that ſhould happen to be forfeited to his ſaid Majeſty, his Heirs or Succeſſors, for or by reaſon of the non-payment of the Cuſtoms, Subſidies or Impoſts due or to be due or payable to his ſaid Majeſty, his Heirs or Succeſſors, of or for the ſame, or any part or parcel thereof, and all Penalties, Forfeitures or Benefits which ſhould or might happen to come, grow or ariſe to his ſaid Majeſty, his Heirs or Succeſſors, for non-payment of the ſaid Cuſtoms and Subſidies, due and payable for the ſame, or that might be forfeited by Importation, contrary to the Act of Navigation, and all and every Sum and Sums of Monies, and other Duties which ſhould or might or ought to happen, come, ariſe, renew or be due, chargeable or payable to his ſaid late Majeſty, his Heirs or Succeſſors, or any of them, at any time or times during the term hereafter mentioned and granted, of or for all or any of the ſaid *Logwood* alias *Blockwood*, to have, receive, perceive, levy, take, detain and enjoy all the ſaid Cuſtoms, Subſidies of Poundage, Sums of Mony, and other Duties, Forfeitures, Benefits and Premiſſes by the ſaid Letters Patents granted and demiſed, or mentioned to be granted or demiſed to the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt day of St. *Michael* the Arch-Angel next enſuing the dates of the ſaid Letters Patents, for and during the term and unto the full end and term of 21 years, from

from thence next enſuing and fully to be compleat and ended, to the proper uſe and behoof of the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, according to the true intent and meaning of the Letters Patents, as in and by the ſaid Letters Patents or Indenture now in the Hands and power of the Defendants hereafter named, or ſome or one of them, had your Orator the ſame to produce, amongſt other things doth and may appear. And your Orator farther ſheweth, That the ſaid *J. P.* by his Deed Poll under his Hand and Seal, bearing date the third day of *September*, immediately before the date of the ſaid Letters Patents, did declare, That he the ſaid *J. P.* claimed nothing in or by the ſaid Demiſe to his own uſe or benefit, but was only a perſon nominated therein, in truſt by and for the ſaid Sir *N. C.* Knight, Sir *J. S.* Sir *T. S.* Knight, *J. F.* Eſq; afterwards Sir *J. F.* Baronet; and your Orators Fathers Teſtator, and *T. C.* Eſquire, at their inſtance and procurement, did thereby covenant, promiſe and declare that when the ſaid Letters Patents ſhould be perfected under the Great Seal of *England*, that then he the ſaid *J. P.* ſhould and would aſſign and convey his ſaid Intereſt in the Premiſſes to the ſaid Sir *N. C.* Sir *J. S.* Sir *T. S.* *J. F.* and *T. C.* as by them and their Council ſhould be adviſed, deviſed or required, as in and by the ſaid Deed Poll, in the hands and power of the ſaid Defendants herein after named, or in ſome perſons

ns hands by their delivery or conſent, nd in truſt for them, had your Orator e ſame to produce, would more fully nd at large appear. And your Orator rther ſheweth, That the ſaid *J. P.* in perrmance of the ſaid Truſt, and for and n conſideration of the Sum of 5 *l.* of lawl Mony of *England*, to him in hand paid y the ſaid Sir *N. C.* Sir *J. S.* Sir *T. S. J. F.* nd *T. C.* did by his Deed, bearing date on r about the 4th day of *October*, in the ſaid urteenth year of the Reign of our late overaign Lord King *Charles* the Second, *nnoque Domini*, 1662. for him his Excutors, Adminiſtrators and Aſſigns, ive, grant, convey, aſſign, and ſet over nto the ſaid Sir *N. C.* Sir *J. S.* Sir *T. S.* *F.* and *T. C.* and every of them, their and very of their Executors, Adminiſtrators and ſſigns, the ſaid Cuſtoms, Subſidies of Poundage, Sums of Mony, and other the Preiſſes to him given and granted, or menoned to be given and granted, by the ſaid etters Patents or Demiſe, under the Great eal of *England*, as aforeſaid, and all his Eſtate, ight, title, intereſt, benefit, property, claim nd demand, of, in and unto all and every the remiſſes aforeſaid, or any part or parcel hereof, together with the ſaid Letters Patents f demiſe, to have, hold and enjoy the ſame Cuſtoms, Subſidies of Poundage Sum and ums of Mony, and other the Premiſſes before y theſe preſents to him given, granted, conveyed, aſſigned or ſet over, or mentioned o to be, for and during the ſaid term of ty years, in and by the ſaid Letters Patents

tents or Demiſe granted or mentioned to be granted to him, to the proper uſe and behoof of the ſaid Sir *N. C.* Sir *J. S.* Sir *T. S.* *J. F.* and *T. C.* and their reſpective Adminiſtrators and Aſſigns, according to the true intent and meaning thereof, and of the ſaid Letters Patents, or Demiſe, and did thereby covenant, promiſe and grant, to and with the ſaid Parties, their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, That he the ſaid *J. P.* had not committed or done, or ſuffered to be committed or done, directly or indirectly, any act or acts, thing or things whatſoever, whereby the validity of the ſaid Letters Patents or demiſe might be queſtioned or impeached, but that he was at the time of the Sealing thereof fully and lawfully poſſeſſed of the ſame, and had full power and right to diſpoſe thereof, and of every part and parcel thereof, according as was before therein declared and ſpecified, as by the ſaid Deed made between the ſaid *J. P.* of the firſt part, Sir *Nicholas C.* of the ſecond part, Sir *J. S.* of the third part, Sir *T. S.* of the fourth part, *J. F.* of the fifth part, and *T. C.* of the ſixth part, and by him the ſaid *J. P.* and all the parties thereto ſigned, ſealed, and duly executed, and in your Orators cuſtody, ready to be produced to this honourable Court, it doth and may more fully and at large appear. And your Orator farther ſheweth, That by the Articles and Covenants of Agreements indented *Quinquepartite*, and made, concluded and agreed upon

n the fourth day of *May*, in the fifteenth ear of our late Soveraign Lord King *harles* the Second, *Annoque Domini*, 1663. etween them the ſaid Sir *N. C.* of the firſt art, Sir *J. S.* of the ſecond part, Sir *T. S.* f the third part, *J. F.* of the fourth part, nd *T. F.* of the fifth part, amongſt other ings therein contained, they the ſaid Sir *N. C.* Sir *J. S.* Sir *T. S.* and *T. C.* for themelves ſeverally and reſpectively, and for their veral and reſpective Executors, Adminiators and Aſſigns, and for every of them, nd not the one for the other, nor for one nothers Executors, Adminiſtrators and Aſgns, or acts, but for every of them apart, ey and every of them did covenant, proiſe, grant and agree, to and with each ther, and to and with each others ſevel and reſpective Executors, Adminiſtraors and Aſſigns, and to and with every of hem, in manner and form following, *viz.* hat the Rent of 500 *l. per annum*, reſerved to his ſaid late Majeſty, his Heirs and ucceſſors, ſhould for and during the ſaid hole term of 21 years, in the firſt place e ſatisfied and paid at the time in the aid Letters Patents mentioned, and that om time to time during the ſaid term f 21 years, after the Kings Rent ſhould e paid as aforeſaid, and not before, all nd ſingular the clear yearly profits that hould or might in any ſort ariſe, grow r be made of the ſaid Premiſſes by virue of the ſaid Letters *Patents*, ſhould be ivided and ſhared in five equal parts and ſhares

ſhares, by and between all and every of the ſaid Parties, and if any or either of the Parties thereto ſhould happen to dye before the expiration of the ſaid term of 21 years, that his or their part or parts ſo dying ſhould during the ſaid Term, remain and come unto the Executors or Adminiſtrators of the Party or Parties ſo dying, and alſo that no Treaſurer, Receiver or Collector, Land-Waiter or other Officer ſhould at any time, during the ſaid Term be made choice of for the carrying on, ſuperviſing and managing the Cuſtoms or Premiſſes aforeſaid, without the conſent or approbation of all and every the ſaid Parties thereto, their and every of their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, or of the major part of them, firſt had and obtained under their Hands and Seals, or the Hands and Seals of the major part of them, and that after ſuch conſent had, every ſuch Treaſurer, Receiver, Land-Waiter, or other Officer that ſhould be made choice of, as aforeſaid, ſhould before he or they ſhould act or do any thing in the Premiſſes, give good Security unto all the ſaid Parties, or to ſo many of them as ſhould be alive, and to the ſeveral and reſpective Executors and Adminiſtrators of ſuch and ſo many of them as ſhould be dead, or to the major part of them, to make and render a juſt and true account, and to pay what Sum or Sums of Mony he or they ſhould ſo receive in reſpect of his or their Imployment, when

when he or they ſhould be thereunto required, and alſo that no Sum or Sums of Mony whatſoever ſhould, during the ſaid term of 21 years, be taken and received for Fines, Forfeitures or Compoſitions, nor ſhould any Diſcharge or Releaſe be given for any ſuch Fines, Forfeitures or Compoſitions, without the conſent or approbation of all and every the Parties to theſe preſents, their ſeveral and reſpective Executors, Adminiſtrators or Aſſigns, or the major part of them firſt had and obtained in writing, under their Hands and Seals, and that if any of the ſaid Parties, their or any of their ſeveral and reſpective Executors or Adminiſtrators ſhould be minded or reſolved to grant, aſſign, ſell or diſpoſe of his or their part or parts of the ſaid Cuſtoms and Subſidies herein before mentioned, for all or any part of the ſaid term of 21 years, except it be to ſome perſon or perſons in truſt for them, or ſome or one of them, that then, and in caſe of ſuch refuſal, the party or parties ſo intending to ſell his or their parts, ſhould in the firſt place offer to ſell the ſame unto ſome one or more of the ſaid parties, or unto the ſeveral and reſpective Executors or Adminiſtrators of one of them, before he ſhould be permitted to ſell or diſpoſe thereof to a Stranger; and if all the ſaid Joint Partners, or any two or more individual party or parties to the ſaid Articles ſhould refuſe to buy his or their parts, that then it ſhould and might be lawful to and for the ſaid ſelling party or par-

ties to ſell and diſpoſe of his or their part or parts to any other perſon or perſons whatſoever, ſo as and upon condition that ſuch Stranger and Strangers that ſhould buy ſuch part or parts, did or ſhould within 14 days after he or they ſhould buy or purchaſe the ſame, conſent and agree to thoſe Articles and to every matter and thing therein contained, and ſo as he or they ſhould within 21 days next after ſuch purchaſe, in due form of Law, ſeal and execute one part of thoſe Articles, to every one of the Partners, they doing the like to him, as by the ſaid Articles of Agreement under the Hands and Seals of every of the ſaid Parties and duly executed, ready to be produced to this Honourable Court, relation being thereunto had, amongſt other things, it doth and may more fully and at large appear. And your Orator farther ſheweth, That the ſaid Sir *T. S.* and your Orators ſaid Father, and the ſaid *T. C.* their reſidence being far from the City of *London*, (*viz.*) in the County of *Devon*, two hundred Miles diſtance from the ſaid City, and the ſaid Sir *N. C.* and the ſaid Sir *J. S.* conſtantly reſiding in or near the ſame, and by means thereof, and their intereſt in procuring dealers in the ſaid Commodities, pretended to have better opportunities of underſtanding, directing or managing the ſaid Farm, for the advantage of all the concerned, than their other ſaid Parties had, by reaſon of the ſaid diſtance of habitation from the principal Port, and their ſtrangeneſs to the Affairs and Buſineſs of Merchandize

and

and did heretofore, without the consent and against the will of your Orators said Father and other the Partners, undertake, enter upon and direct the whole management and receit of the said Customs and Subsidies, and took upon them to chuse and put in Treasurers and Receivers, Collectors and Landwaiters, and other Officers of their own Friends, for the carrying on, supervising and managing of the said Customs and Subsidies aforesaid, without the approbation or consent of the rest of the said Partners in their lifetime, first, or indeed at all had in writing, under their Hands and Seals, or the major part of the said Partners, and admitted them into their respective Offices of Receivers, Treasurers, Collectors, Land-waiters, and other Officers, and permitted every of them to act in their respective Offices in and about the Premisses, before they had given Security unto all the said Partners, to make and render a just and true Account, and to pay such Sum and Sums of Mony as he or they should so receive, in respect of his and their said Imployments, when he and they should be thereunto required; and they the said Sir *N. C.* and Sir *J. S.* did take upon them to receive several great Sums of Mony from the Merchants and Traders in the said Company of *Logwood*, and to give Discharges and Releases for such Fines, Forfeitures and Compositions, without the consent or approbation of the said Partners, or the major part of them first had and obtained in writing under their Hands and Seals. And your O-

rator farther ſheweth, That the ſaid Sir *T. S.* and *T. C.* alienating and aſſigning their reſpective parts and ſhares of and in the Cuſtoms and Subſidies aforeſaid, in ſome ſhort time after the date of the Letters Patents aforeſaid, the one unto the ſaid Sir *J. S.* and the other unto the ſaid *R. B.* Eſq; he the ſaid Sir *J. S.* by virtue of his former ſhare and the preſent Aſſignment, claims and receives to himſelf two fifth parts in five parts to be divided, and the ſaid *R. B.* one fifth part of the Cuſtoms and Subſidies aforeſaid, by reaſon of the Aſſignment made unto him, and in virtue thereof did joyn himſelf to, and act with the ſaid Sir *N. C.* and Sir *J. S.* in the managing, ordering, receiving and collecting the ſaid Cuſtoms and Subſidies accruing by that *Logwood* Farm as aforeſaid, and in the chuſing, appointing, putting in and putting out of the Treaſurers, Receivers and Land-waiters, and other Officers imployed in and about the ſaid Cuſtoms and Subſidies, though he never Sealed any Counterpart of the Articles aforeſaid, to the other Partners, and without taking any Security from either of them the ſaid Officers, for their juſt and true accounting, and for payment of ſuch Mony as ſhould be found in their Hands, when called for by the reſpective Partners, according to their ſeveral proportions. And your Orator farther ſheweth, That the ſaid Sir *Nicholas C.* and Sir *J. S.* both dying ſeveral years ſince, their parts and proportions in the Cuſtoms, Subſidies and Fines aforeſaid, are ſince come unto

unto and veſted in Sir *N. C.* Baronet, Grandſon, Heir, and alſo Executor of his ſaid Grandfather, and Sir *J. S.* Baronet, Son and Heir, and alſo Executor of the ſaid Sir *J. S.* his Father, or the reſpective ſhares and intereſts of them the ſaid Sir *N. C.* the Grandfather, and of Sir *J. S.* the Father, by ſome other lawful means or ways are come unto and veſted in the ſaid *N. C.* the Grandſon and the ſaid *J. S.* the Son; and every of them hath ſince the reſpective deaths of each of them the ſaid Grandfather and Father, together with the ſaid *R. B.* taken upon them not only the Title and Intereſt of and in the four fifth parts, but alſo the ſole management, direction and receipt of the whole profits thereof, by themſelves, their Servants and Agents, but never made up or ſetled any Accounts with your Orators ſaid Father, and if they did pay him any Sum it was inconſiderable, and much ſhort of what was then owing for his particular ſhare and proportion of the Cuſtoms aforeſaid, however, your Orator is ready and willing to allow unto the ſaid Sir *N. C.* Sir *J. S.* and *R. B.* all ſuch Sums of Mony as they ſhall produce authentick Receipts for, either under his ſaid deceaſed Fathers Hand, or his Order. And your Orator farther ſheweth, That on or about the 9th of *January*, 1677. your Orators ſaid Father departed this Life, but firſt made and duly publiſhed his laſt Will and Teſtament in writing, and thereof and thereby made your Orator (who was his only Son and Heir) his ſole Executor, but by rea-

ſon of the tenderneſs of his years, he appointed his Wife Dame *Elizabeth F.* ſince deceaſed, Sir *T. C.* Knight, ſince alſo deceaſed, *T. R. F. C.* and *M. R.* Eſquires, Truſtees, who did prove the ſaid Will, and entred upon and executed the ſaid Truſt, and one *H. O.* Gentleman, who never proved the ſaid Will, and who ſome or one of them have divers times requeſted the ſaid Sir *N. C.* Sir *J. S.* and *R. B.* to produce their ſaid Patent or Demiſe of the ſaid Cuſtoms and Subſidies, and other the Premiſſes, and to come to an account with them, and to pay down the Arrears of your Orators part and ſhare, on whoſe importunities the ſaid Partners about the Month of *May*, in the year 1678. did pay down to your Orators ſaid Truſtees, ſome ſmall Sum, and took a Receipt therefore in their own names, as ſo much Mony received from them the ſaid Defendants, and only by the hand of their Receiver or Caſhier, but then declared it was all that could be received until the expiration of the ſaid Farm, which would be on or about the Month of *September*, 1683. for that a good ſtock of Mony muſt ſtill be kept under hand for the ſatisfying and diſcharging Debenters, in caſe of Exportation, which they pretended they had reaſon to apprehend would be very conſiderable, and that they ſhould be obliged to refund a great deal annually, and if it ſhould ſo happen the, Mony muſt be ready at all demands to prevent complaints, but ſtill concealed the ſaid Letters Patents or Indentures, ſuggeſting, That it was not then

then in their cuſtody, and alſo concealed the Accounts and Books of Entries of the ſaid Cuſtoms and Subſidies from the view of your Orators ſaid Truſtees, pretending that they were long and intricate, and that they themſelves had not made up the Accounts with the Collectors and Treaſurers of the Out-Ports, without which they could not make ſo much as a Calculation of what Sums were in their Hands, or what each Parties demands did or would amount unto, but your Orators Truſtees might reſt aſſured that theſe Defendants would come unto and make up a juſt Account with them, and pay their full proportion as the ſaid Cuſtoms and Subſidies ſhould come in, and by ſuch excuſes and pretences kept your Orators ſaid Truſtees in the dark, ſo that they knew not what to demand, nor to whom to go to be informed, they the ſaid Defendants having all the Books in their own Hands, or in the Hands of ſuch as they imployed under them, wherefore your Orators Truſtees were in a ſort neceſſitated to give way and to acquieſce in the affirmations and declarations of the ſaid Defendants, and ſuſpend all proſecution at Law or in this Court againſt them, until the ſaid Term or Farm was expired, though your Orators Truſtees did more earneſtly apply unto the ſaid Defendants, and inſiſted to ſee the Accounts of the Receipts and Diſburſements in and about the ſaid Farms and Cuſtoms, and have the Arrears according to your Orators proportions paid down, well hoping they ſhould meet with no far-

ther delay therein, but before the ſame was done, your Orator attained his age of 21 years, whereby the ſaid Truſt and Co-partner-ſhip determined, and your Orator hath duly proved his ſaid Fathers Will, and taken upon him the execution thereof, as by the Probate thereof under the Seal of the Prerogative Court of *Canterbury*, may more fully appear; By virtue whereof your Orator is intituled to his dividend and full proportion of the Profits of the ſaid Farm, and ought to have an account thereof, and of the annual benefit as the ſame did grow and accrew, as the reſt of the ſaid Partners did apply and appropriate their ſhares to their own proper uſes. But now ſo it is, may it pleaſe your Lordſhip, That though the ſaid term of 21 years being expired, they the ſaid Sir *N. C.* Sir *J. S.* and *R. B.* combining and confederating themſelves with *J. D.* in his life time, ſince deceaſed, and *J. D.* his Son, and divers other perſons unknown (whom your Orator prays may be made parties when diſcovered, with apt words to charge them) to defraud your Orator of the profits and income of the ſaid Farm of the Cuſtoms and Subſidies of *Logwood*, and other the Premiſſes aforeſaid, now declare that they have very little of the iſſues and proceeds of the ſaid Cuſtoms and Subſidies in their Hands, and that they left and depoſited your Orators proportion in the Hands of *J. D.* Eſq; ſince deceaſed, Father of the Confederate *J. D.* whom they the ſaid Sir *N. C.* Sir *J. S.* and *R. B.* employed

ployed as their Treaſurer or Receiver to collect the ſame, and that they being the majority of the Partners had power without the conſent of your Orator, or his ſaid Truſtees, to depute Servants or Agents, Collectors or Treaſurers for the receiving the Profits and managing the Farm, and purſuant to ſuch power did depute the ſaid *J. D.* in his life time to be their Treaſurer and Collector of the Income and Subſidies, and that therefore your Orator ought to apply to the ſaid *J. D.* his Son and Executor, who hath poſſeſſed himſelf of his perſonal Eſtate, ſufficient to pay his Debts for the payment of the ſaid Arrears, who is liable thereto, and if he be not, your Orator ought to bear the loſs thereof, becauſe the Mony was not drawn out of the ſaid *J. D.*'s hands in his life-time, and that your Orator ought not to reſort back to the Confederates, who have taken and allowed the Accounts of the ſaid *J. D.* the Father, made up by his ſaid Son, who hath charged himſelf with the Sum of 1000 *l.* and upwards, being your Orators proportion of the ſaid Cuſtoms and Subſidies received by the ſaid *J. D.* the Father and the ſaid *J. D.* the Son will make payment thereof, as faſt as his Fathers perſonal Eſtate ſhall come into his Hands, and enable him to diſcharge it, and that your Orator ought to accept and be content therewith, although the ſaid Confederates very well know, that the reaſon why your Orators proportion was not drawn out, was, becauſe the ſaid Confederates did poſitively

ly

ly declare and affirm that at ſeveral times and places when they were requeſted to pay your Orators Truſtees his proportion of what was in Caſh or received by them or their Caſheers, that there was no mony to be had for your Orator or either of them the ſaid Confederates, for that as the ſaid Farm did draw nearer to an end, a greater Sum was needed to lye in their Treaſurers or Caſheers Hands, to ſatisfie all demands for Debenters or Exportation; and to obtain belief they averr'd, That the ſaid Confederates partners proportion lay in the ſaid Treaſurers Hands, as well as your Orators for that very uſe and purpoſe, although in truth the ſaid Confederate Partners drew their reſpective proportions out of the ſaid *J. D.* the Fathers hands, their Caſheer at the end of every year at longeſt, and ſometimes at the half years end, as faſt as the Profits came in, which appears by an Account made up by themſelves only, without the knowledge of your Orators Truſtees, though they deſired to be preſent at, and privy to it, and that ſuch unjuſt and untrue affirmations made by the ſaid Confederates, were made uſe of on purpoſe to deceive your Orator and his ſaid Truſtees, to induce them to leave your Orators proportion of the Income of the ſaid Farm in their and the ſaid *D.*'s Hands, to lye at ſtake to anſwer all Debenters or Exportations, and which alone was ſufficient ſo to do, and the ſaid Confederates left none in their Treaſurers Hands, but made great advantage to themſelves

ves by your Orators Mony that lay in ash, as well as what they applied to their wn uſes, there being no occaſion to uſe the me to diſcharge Debenters or Exportati-ns, being very rare; and although the ſaid onfederates do likewiſe well know, that if ny authority was given by your Orators ather in his life-time under his Hand and eal, according to the purport of Joynt-rticles, before mentioned (though your O-ator knows not or believes of any) which ight diſcharge the ſaid Confederate part-ers aforeſaid from accounting to him or our Orator, for the full proportion of he Profits of the Farm and Cuſtoms afore-id, yet the ſame did determine by his eath, and for ſo much as they have acted nd done in the management of the ſaid arm by themſelves, Servants or Agents, ince the death of your Orators ſaid Father, ithout the conſent of his Executors or Truſtees, they have ſubjected themſelves to n acccount for it, and to make it good to our Orator, who was an Infant, about the ge of 11 years, at his ſaid Fathers death, nd continued in his Infancy during the ſaid Farm, and after the expiration thereof, s the ſaid Confederate Partners did expreſ-ly promiſe to account for, and make good ll the Monies and Caſh as did or ſhould ome to the hands of the ſaid *J. D.* the Fa-her, and for all his actings and doings in he management thereof, declaring and ac-knowledging him to be but their Servant, nd in confirmation thereof the ſaid Con-

federate

federate Partners, ſince the expiration of the ſaid Farm have taken upon them to adjuſt and ſtate the accounts of the ſaid Farm and Cuſtoms with the ſaid *J. D.* the Son, for ſo long time as his Father acted therein, without calling your Orator or his Truſtees to the making up of the ſame, and having given him ſome Releaſes and Diſcharges, yet your Orator is adviſed that ſuch ſtating and adjuſting Accounts or giving ſuch Releaſes will not in Equity bind your Orator, for that the ſame were made up and ſtated without the knowledge, conſent or approbation of your Orator or his Truſtees, and therefore hopes he ſhall be at liberty to make any farther demands for what ſhall be really due to him for his proportion, and to require the whole of the ſaid Confederates, according to their expreſs promiſes, as well as plain Articles and Agreements, as aforeſaid, the ſaid *J. D.* being neither put into nor allowed of in his ſaid Office of Collector, or Treaſurer, or Agent, by your Orators ſaid Father in his life-time, nor by your Orators Truſtees ſince his death, in your Orators Minority, nor look'd upon as their Pay-maſter, but was barely the ſaid Confederates Clerk or Accountant, and ſo eſteemed, as they themſelves or ſome of them declared him to be; and to make it more manifeſt, compoſed or directed Receipts for ſuch Mony as was paid, to be drawn in their ſaid Confederate Partners own Names, and for Monies paid by them, as by the ſaid Receipt or Receipts themſelves now in the Hands

of

the ſaid Partners may appear, for that
e ſaid *B.* who cannot pretend no more
an to be an Aſſignee of one of the firſt
rtners and Farmers of the ſaid Cuſtoms
d Subſidies, and not one of thoſe to or for
hom the ſaid Letters Patents and Indenture
Leaſe was firſt granted by his late Majeſty,
d therefore can no ways entitle himſelf to
y ſhare of the Profits of the ſaid Cuſtoms,
t by ſubmitting to and complying with
e Original Covenants and Conditions
rein before-mentioned, which were a-
eed unto, Sealed and executed by all the
iginal Partners, for whoſe uſe and bene-
the ſaid Leaſe and Patent was made and
anted to the before-mentioned Mr. *P.* and
him transferred to them, one of which
ovenants and Conditions was, That ſuch
rangers as Mr. *B.* was, who ſhould buy
y part or parts of the ſaid Cuſtoms, Sub-
dies and Premiſſes, ſhould within fourteen
ys after he ſhould buy any part or parts
the ſaid Cuſtoms or purchaſe the ſame,
onſent and agree to thoſe Articles afore-
id, and to every matter and thing there-
contained, and within one and twenty
ys next after ſuch Purchaſe, in due form
Law, ſeal and execute one part of thoſe
rticles and Covenants to every one of his
artners, they doing the like to him, nei-
her of which the ſaid Mr. *B.* ever did, and
herefore by his own willful omiſſion hath
orfeited his pretended ſhare and proportion
of the ſaid Cuſtoms and Premiſſes to the
reſt of the Partners, of which your Orators

Father

Father was originally one, for which reaſon your Orator doth pray and inſiſt that the ſaid Mr. *B.* may ſtill be deemed and taken as a ſtranger to the Cuſtoms and Premiſſes and as ſuch may be obliged to an account with your Orator, not only for a fifth part of the Cuſtoms and Subſidies aforeſaid but alſo for a fourth part of ſuch fifth part as he pretends to claim for his own uſe by virtue of his Aſſignment from either of the original Partners, and damage for the ſame from the time of the Receipt thereof eſpecially ſeeing the ſaid Confederates, Sir *N. C.* Sir *J. S.* and Mr. *B.* do admit they have now in their Hands a very conſiderable Sum of Profits made by the Receipt of Cuſtoms and Subſidies aforeſaid, ſince the death of the ſaid *J. D.* the Father, and beſides what they pretend was received by him in his Life-time, whereof your Orators proportion doth by their own allowance amount to five or ſix hundred pounds Sterling, after the death of the ſaid *D.* and before the expiration of the term granted by the Patent, as aforeſaid, and yet refuſe to pay the ſame, unleſs your Orator will give them full and general Releaſes for all their actings and doings in the Premiſſes, and particularly to diſcharge them from the ſaid account, and all ſuch Sums of Mony as they pretend are or were in the Hands of the ſaid *D.* the Father or his Son and Executor, and for which, to excuſe themſelves, they would make the ſaid Mr. *D.* only anſwerable; and although your Orator hath often

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in a friendly manner repreſented to them the ſaid Confederate Partners, the unreaſonableneſs of ſuch their demands, and convinced them of his own fair and juſt dealings, though not deſerved from him, and offered, That if the ſaid Confederate Partners ſhould pay down ſuch Sum or Sums of Money as they did admit to be in their Hands, and to be indiſputably your Orators right, he would give them a Receipt for ſo much as he did really receive, and the reſidue in Controverſie ſhould be heard and determined by Friends, to be mutually agreed on, or if no ſuch accommodation could be, then to abide the Judgment of this honourable Court, but ſuch fair overtures and your Orators urgent occaſions notwithſtanding, the ſaid Confederate Partners then did and ſtill do peremptorily refuſe to pay your Orator one farthing, unleſs he would give ſuch general Releaſe; and the more to vex and perplex your Orator, and to delay the payment of the Sums due from the ſaid Confederates to your Orator, of which they in the mean time make great advantage to themſelves, they the ſaid Confederate Partners do not only refuſe to inform your Orator in whom the parts and ſhares of the ſaid Sir *T. S.* and *T. C.* then and now are within their own knowledge, and as your Orator hath been informed and hopes to prove, were purchaſed by and came to the ſaid Confederates, Sir *J. S.* and *R. B.* or to ſome perſons in truſt for them, with their knowledge and conſent,

and

and part of the Profits of the ſaid Cuſtoms wholly received from time to time by them, that is to ſay, two ſhares by the ſaid Sir *J. S.* and one ſhare by the ſaid *R. B.* but alſo they the ſaid Confederate Partners, or ſome of them did plead and demur to a former Bill brought by your Orator of the like nature with this, and againſt the ſame Partners, *viz.* to bring the ſaid Confederates to an Account for the Profits of the ſaid Farm, and to oblige them to pay your Orator his due proportion, and aſſigned for cauſe of Demurrer, That the ſaid Sir *T. S.* and *T. C.* were entituled to the aforeſaid Cuſtoms and Subſidies with the ſaid Sir *N. C.* and Sir *J. S.* deceaſed, and you Orator's ſaid late Father, but were not made Parties to the Bill, nor any perſon charged to have their ſhares, and therefore inſiſted to have the Judgment of the Court therein, though they very well knew in their Conſciences that the ſhares and proportions of the ſaid Sir *T. S.* and *T. C.* were transferred to them, ſome or one of them, or to ſome perſon in truſt for them, who they permited to take the profits to his or their own uſe, and that no other perſons were legally and truly chargable with the Account but themſelves, though the knowledge thereof was not come to your Orator ſo fully and perfectly as to ſet forth the ſame the Bill of Complaint, and although the ſame were true in fact. And that your Orator might be quite diſcouraged from proceeding any farther againſt the ſaid Confede-

rates,

rates, for the recovery of his Right ſo unjuſtly detained from him; the ſaid Confederates Sir *N. C.* Sir *J. S.* and *J. D.* do refuſe to diſcover their reſpective Teſtators perſonal Eſtates, and though they are Executors of their reſpective Grandfather and Father, have not exhibited any Inventory thereof; or if they have, a great part of the ſaid Teſtators Eſtates is omitted therein, and other part undervalued; All which doings of every the ſaid Confederates are not only contrary to Equity and good Conſcience, but alſo very vexatious and tend very much to your Orators prejudice. In tender conſideration whereof, and foraſmuch as matters of Account and Breaches of Truſt are moſt properly cognizable and relievable in this honourable Court, and for that your Orator is remedileſs by the ſtrict Rules of the Common Law, and the rather for that his Witneſſes who could prove the ſaid Confederates and their Teſtators Receipts of all the Profits and Income of the ſaid Cuſtoms, Subſidies and Premiſſes, and their Agreemens and Promiſſes, to and with your Orators Father in his Life-time, as well as to and with your Orators Truſtees ſince his death, to make good from time to time as the ſame ſhould come to their Treaſurers Hands, the fourth part of the Proceeds and Effects of the ſaid Cuſtoms and Premiſſes, and all benefits and advantages accrewing thereby, are either all dead, gone beyond the Seas, or removed into places remote and unknown to your Orator, ſo that they cannot be had at

any Tryal to make proof of the truth of the Premiſſes, but the ſaid Confederates know the ſame in their Conſciences to be true. To the end therefore that the ſaid Confederates may full diſcovery make of and concerning all the matters and things charged in the ſaid Bill, as fully, clearly and particularly as if they had been Interrogated over again, and eſpecially the date of the ſaid Patent of Indenture, when granted, and for what term to continue, and under what Rent, and in whoſe Hands, whether the ſame hath been demanded of them, or either of them, how often and when, and by whom, what reaſons they gave why they would not pay your Orators ſhare and proportion, whether they did inſiſt on general Releaſes or abſolute Diſcharges for ſo much as they pretend was in the Hands of *D.* and what reply your Orator made thereunto, who was preſent to the making up of the Accounts of the ſaid Farm, whether the ſaid Truſtees were ever called or deſired by any of the Confederates to aſſiſt or inſpect the management of the ſaid Farm, or did give any Deputation in Writing or any Direction unto the ſaid *J. D.* the Father, to collect the Profits and Income ariſing by or from the ſaid Cuſtoms or Subſidies, whether they did take him for their Pay-maſter, or did look upon the Confederate Partners as the only perſon anſwerable for your Orators proportion; what Receits were given for the Mony received, in whoſe name, to whoſe uſe, by whom the

Farm

Farm was directed; and the ſaid *R. B.* may particularly ſet forth, whether he did Purchaſe any part or ſhare of the Cuſtoms and Subſidies aforeſaid, and of whom and when and who elſe bought the ſhare of Sir *T. S.* and *T. C.* aforeſaid, and whether he did within one and twenty days, or ſince the pretended Purchaſe of one ſhare or fifth part of the Premiſſes, Seal and Execute one part of the Articles aforeſaid, to every of his Partners therein, and whether he did pay, and what Sum in part of payment of the Arrears of your Orators ſhare, and to whom, and what Receipt he took for the ſame, and what diſcourſe then and ſince hath paſſed between the ſaid Mr. *R.* and the ſaid Mr. *B.* concerning the manner of the Receipt, the leaving of a good Sum in Caſh to Anſwer Debenters, the want of money to make any dividend till the Farm were expired, their project to improve the Income, their refuſal to ſhew the Books of Accounts, or to give a particular of their Receipts and Disburſments, and in whoſe Hands theſe Books have remained, whether either of your Orators Truſtees had any ſight of them, or any account given them till ſince the expiration of the ſaid Farm, and by whom that was made up, and whether true, and by whom delivered to the ſaid Mr. *R.* what hath been made by your Orator or his Truſtees or any of them, for the Mony acknowledged to be in the ſaid Confederate Partners Hands, and how, and wherefore refuſed, and may ſhew cauſe,

if they can, why the ſaid Confederates, Sir *N. C.* Sir *J. S.* and *R. B.* ſhould not pay unto your Orator his part and ſhare of the whole Arrears of the ſaid Farm of the Cuſtoms and Subſidies, and other the Premiſſes, with lawful Intereſt for the ſame, from the reſpective times it grew due to your Orator, and they the ſaid Confederates drew their ſhares out of the Caſh, and converted it to their own proper uſes, and that the ſaid Sir *N. C.* Sir *J. S.* and *J. D.* may ſeverally and reſpectively ſet forth a true account of his Fathers and Grandfathers perſonal Eſtate, and ſuch other real Eſtate, as was by their Teſtators appointed for the payment of Debts, and the particular and true values of every part thereof, what Debts each of them owed, and how much thereof is ſince paid, when and to whom, and that they and the other Confederate Mr. *B.* may true anſwer make to all other matters and charges in the Bill, and to the intent your Orator may be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience. May it pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator their Majeſties moſt gracious Writ of Subpena to be directed to them the ſaid Sir *N.C.* Sir *J. S.* *R. B.* and *J. D.* and other the Confederates when they ſhall be diſcovered, thereby requiring them and every of them at a certain day and under a certain pain therein to be limited to be and perſonally appear before your Lordſhip in this Honourable Court, and there

there to ſtand to and perform ſuch Order and Decree in the Premiſſes as to your Lordſhip ſhall ſeem agreeable to Equity and good Conſcience, and your Orator ſhall ever pray, *&c.* Or the Tenor of the ſaid Bill was to this or the like effect, as in and by the ſaid Bill, ſo named, remaining of Record in this honourable Court, may more fully and at large appear. And your Orator farther ſheweth unto your Lordſhip, That the ſaid Defendants being ſerved with proceſs of Subpena to appear and anſwer the ſaid Bill, the ſaid Defendants *C. S. B.* and *D.* appeared accordingly, and the ſaid Defendant *D.* after the obtaining ſeveral Orders for time, and after his appearing with the Regiſter as on an Attachment for not anſwering purſuant to one or more of thoſe Orders, Anſwered, but though the Defendants *C. S.* and *B.* had the like time given them for anſwering on the ſame terms and conditions, yet they never appeared with the Regiſter, nor anſwered till after they had been ſeverally proſecuted to one or more Commiſſion or Commiſſions of Rebellion, but they then Anſwering did not then pay the Coſts of thoſe Commiſſions of Rebellion, but for delay got an Order to examine the regularity of iſſuing of the ſaid Proceſs of Contempt, and before any thing was therein done, or that your Orator had farther proceeded in the ſaid Cauſe, the ſaid *R. B.* dyed, whereby the Suit and all Proceedings thereupon, as to him abated; but before his death, he having

ving made his laſt Will and Teſtament in writing, and thereof made *S. S.* of *Lincolns*-Inn in the County of *Middleſex*, Eſq; Sir *O. G.* of in the County of *Middleſex* Knight, and *K. C. alias B.* of *W.* in the County of *Sommerſet*, Executors in truſt for his Children, and for payment of his Debts, and according to the ſaid truſt they having poſſeſſed his perſonal Eſtate, and entred upon and poſſeſſed his real Eſtate, of more value than would pay his Debts and Legacies, and not only ſo, but they the ſaid Executors in truſt having made probate of the Will and taken on them the Executorſhip ought to ſtand in the place of their ſaid Teſtator, and account and pay, and in all things elſe do, as their Teſtators ſhould have done towards the ſatisfying your ſaid Orator for the matters concerning which your ſaid Orator prayed relief. But now ſo it is, may it pleaſe your Lordſhip, That the ſaid *S. S.* Sir *O. G.* and *K. C.* alias *B.* being in combination with the ſaid other Defendants, refuſe to account with or ſatiſfie your ſaid Orator, for any of the matters concerning which your Orator by his Bill complained and ſought relief as well againſt their Teſtator as againſt the ſaid other Defendants, or to own the *quantum* or value of the Eſtate of their ſaid Teſtator, come to them, ſubject to the Truſt and Executorſhip, or whether the ſame were ſufficient to anſwer and pay his Debts, but having embezelled the ſaid Eſtate, and by fraudulent and indirect ways ſought to eat

and

and devour the ſame up, ſo as your Orator ſhall have no benefit from the ſame, towards his ſatisfaction in the Premiſſes aforeſaid, which is contrary to Equity. To the end therefore that the ſaid Bill, Anſwer and Proceedings may ſtand and be revived againſt the ſaid Sir *O. G. S. S.* and *K. C.* alias *B.* and your Orator have the benefit thereof, and be in the ſame plight and condition as he was in at the ſaid *R. B.*'s death, and have the Executors Anſwer for a diſcovery of Aſſets, and of the other Truſt-Eſtate, and the particulars and particular values of the ſame, and the real and true Incumbrances with which it ſtood affected at the ſaid *R. B.* his death, or their admittance that the Truſt-Eſtate is ſufficient to make good and anſwer your Orators demands to him, May it pleaſe your Lordſhip to grant unto your Orator their Majeſties moſt gracious Writ of Subpena to be directed to the ſaid Sir *O. G.* Knight, *S. S.* Eſq; *K. C.* alias *B.* thereby commanding them at a certain day, and under a certain pain therein to be limited, to be and perſonally appear before your Lordſhip in this honourable Court, then and there to ſhew cauſe, if they can, why the ſaid Bill, Anſwer and other proceedings aforeſaid againſt the ſaid *R. B.* the Teſtator may not ſtand and be revived, and your Orator be in the ſame plight and condition he was in at the ſaid *R. B.* his death; and that they the ſaid Defendants may Anſwer as to a diſcovery of Aſſets, *&c.* and farther to ſtand to and a-

bide ſuch Order and Direction as to your Lordſhip ſhall ſeem meet. And your Petitioner ſhall ever pray. *William Martin*, and the ſaid *S. G.* and *C.* alias *B.* being ſerved with Proceſs to appear and ſhew what cauſe, if they could, why the ſaid Bill and Proceedings as againſt the ſaid *R. B.* ſhould not ſtand revived, and the ſaid Sir *J. F.* be in the ſame plight and condition againſt them as he was in at the ſaid *R. B.*s death, againſt him the ſaid *R. B.* and diſcover or admit Aſſets to anſwer and make good what the ſaid *R. B.* ſhould have been condemned in, if he had lived: And the ſaid *S.* and *C.* alias *B.* appeared accordingly, and by an Anſwer did confeſs themſelves to be Executors, and admitted Aſſets, but ſaid that the ſaid *G.* refuſed to joyn in probate of the ſaid *B.* his Will, or to take on him the Truſt or Executorſhip, and thereupon the ſaid Sir *J. F.* having replied as well to the Anſwers of *C. S. B.* and *D.* as to the Anſwers of the ſaid *S.* and *C.* alias *B.* and obtained an Order that publication ſhould paſs on the firſt day of *Michaelmas* Term laſt, ſo as the Cauſe might be heard ſome time in the ſame Term, as by the ſaid ſeveral Pleadings and Proceedings Entred and Recorded in this Court, whereunto relation being had, may more fully and at large appear: but before the Cauſe was heard, or that there had been any Witneſſes Examined on the part of the ſaid Sir *J. F.* he the ſaid Sir *J. F.* dyed, whereby the ſaid Suit and all Proceedings in the ſame did abate, but your Orator being

ing Executor, as aforeſaid, and having ſince his death duly proved his Will, and taken on him the Executorſhip, as by the Probate under Seal of the Court in which it was ſo proved, ready to be produced, may appear, is become entituled to all that the ſaid Sir *J. F.* claimed by his ſaid Bill and proceedings, and ought to have the benefit of the ſame, and to be in no worſe a plight or condition than the ſaid Sir *John* was in at his death, towards the obtaining thereof. And foraſmuch as one *R. J.* hath joined himſelf with the ſaid *C. S.* and *B.* in a croſs Bill againſt the ſaid *D.* and your Orators Teſtator, for an Account and Relief concerning the matters complained of in the ſaid *J. F.*'s ſaid Bills, and inſiſted on in the ſaid *C. B.* and *F.*'s Anſwers to the ſame, and by ſuch the ſaid croſs Bill, pretends to be a Partner in the *Logwood* Farm in Queſtion; your Orator doth humbly pray, That the ſaid *J.* may be compelled to diſcover and ſet forth ſuch his Title and Intereſt to the ſaid Farm, and to the relief ſought by the croſs Bill, and the time when, and the manner how he firſt came into the ſaid Partnerſhip, and the *quantum* of Monies by him thereout received, and the times when, and manner how, and names of the Perſons from whom ſuch his Receipts were made, and whether he be not in the Confederacy with the other perſons named in the ſaid Sir *J. F.*'s ſaid Bill, for the ends and purpoſes therein alledged, your Orator hereby charging, that he is and was in the

the ſaid Confederacy, and did receive great Sums of Mony out of or by reaſon of the ſaid *Logwood* concerns, more than was his juſt ſhare and proportion, and may alſo diſcover from whom he ſo claims, and how, and for what, and when he firſt had it, and what his part and ſhare is in proportion with the other Partners, and that he may come into the Account prayed by the ſaid Sir *J. F.*'s Bill, and be ſubject to ſuch Decree as the nature of the cauſe upon ſuch the ſaid *J. F.* his ſaid Bill did merit or deſerve. And that the ſaid *C. S. S.* and *C.* alias *B.* and *G.* may ſhew what cauſe they can why the ſaid Bill and proceedings in the ſaid Sir *J. F.*'s Caſe ſhould not ſtand revived, and your Orator be in the ſame plight and condition againſt them as the ſaid Sir *J. F.* was in at the time of his death. And to the end that they may accordingly ſtand ſo revived, and your Orator have the ſame relief as the ſaid Sir *J. F.* ſhould have had if he were ſtill living, May it pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator as well their Majeſties moſt gracious Writ of Subpena to be directed to the ſaid *R. J.* thereby commanding him at a certain day and under a certain pain therein to be limited, to be and appear before your Lordſhip in this Honourable Court, then and there to Anſwer the premiſſes, as their Majeſties moſt gracious Writ of Subpena to be directed to the ſaid Sir *N. C.* Sir *J. S. S. S.* Eſq; Sir *O. G.* Knight, *C.* alias *B.* and *J. D.*

J. D. commanding them likewiſe at a certain day, and under a certain pain therein to be limitted, perſonally to be and appear before your Lordſhip in this Court, then and there to ſhew Cauſe, if any they can, why the ſaid Bills and proceedings ſhould not ſtand revived, and your Orator be in the ſame plight and condition as the ſaid Sir *J. F.* was at his death; and farther that all the Parties afore-named may ſtand to and abide ſuch Order and Decree in the Premiſſes as to your Lordſhip ſhall ſeem, *&c.*

Com-

Complainant H. C. *Son and Heir of* H. C. *having Exhibited his Bill againſt* A. C. *to call her to an Account for the Rents, Profits,* &c. *of his Fathers real and perſonal Eſtate, ſhe being the Executrix of* J. C. *who was Executor in Truſt to the Complainants Father, during the Minority of the Complainant, and a Decree being made, That ſhe ſhould Account with the Maſter for the real and perſonal Eſtate of the Heir the Complainant, and the Maſter having given in his Report, whereby ſhe was ordered to pay the Complainant a conſiderable Sum of Mony, and the ſaid* A. C. *putting in Exceptions to the Maſters Report, and dying before the ſame were argued, the Complainant brings his Bill of Revivor againſt* T. B. *Son in Law of* A. B. *who, as Executor or Adminiſtrator hath poſſeſſed himſelf of all* A. H.'s *perſonal Eſtate, to pay the Complainants Mony due to him on the Report.*

HUmbly Complaining, *&c.* ſheweth, *&c.* your Orator *H. C.* Son and Heir of *H. C.* late of *W.* in the County of *B.* Yeoman, deceaſed, which ſaid *H. C.* deceaſed, your Orators ſaid Father, was Nephew and Heir at law unto *William Wallis* late of *Langford* in the County of *B.* alſo deceaſed, That your Orator on or about the 26th day of *April*, 1673. did Exhibit his Bill in this Honourable Court, againſt *Anne Hobbs*, alias *Clark*, now deceaſed, then Widow and Re-

relict of *J. C.* then Deceaſed, who was brother in Law to your Orators ſaid Father, thereby ſetting forth, That the ſaid *W. W.* being in his Life-time, and at the time of his death lawfully ſeiſed in his Demeſn as of Fee, or ſome other good and infeazable Eſtate of Inheritance, of and in ſeveral Meſſuages, Lands, Tenements and Hereditaments, ſcituate lying and being within the ſaid County of *B.* and elſewhere, and bearing a great love and affection unto your Orators ſaid Father, who was the Son of his Siſter, did by his laſt Will and Teſtament in writing bearing date the 25th of *January*, which was in the year of our Lord, 1638. Will, Bequeath and Deviſe (amongſt other things) unto the ſaid *H. C.* deceaſed, all his Free-hold Lands, Meſſuages and Tenements, with their and every of their Appurtenances in *L.* aforeſaid, to hold unto the ſaid *Henry* his Heirs and Aſſigns for ever, upon this Condition (*viz.*) that if *A. C.* the Siſter of the ſaid *W. W.* and Mother of the ſaid *H.* ſhould ſurvive her Husband, That then the ſaid *H.* your Orators Father, ſhould pay unto your Orators ſaid Grandmother, the yearly ſum of 10 *l.* during her life, out of the Profits of the ſaid Lands ſo deviſed as aforeſaid, and that by the ſame Will he the ſaid *W. W.* gave ſeveral conſiderable Legacies to ſeveral of his Children and Friends, and for the payment thereof willed that his Executor ſhould for ſome time hold, enjoy and receive all his the ſaid Teſtators Lands, and re-

receive the Rents and Profits thereof, for and towards the diſcharging and paying his ſaid Legacies and Bequeſts in his Will mentioned, ſo far forth as his Perſonal Eſtate ſhould fall ſhort. And that of the ſame he the ſaid *W. W.* made *R. C.* your Orators Grandfather ſole Executor, and that ſhortly after he the ſaid *W. W.* departed this Life, and that by and after his deceaſe the ſaid *R. C.* your Orators ſaid Grandfather proved the ſaid Will, and took upon him the burthen of the Execution thereof, and entred upon the ſaid Lands ſo deviſed as aforeſaid, and received the Rents and Profits thereof, for about the ſpace of 12 years, and that at or about that time your Orators ſaid Father attained to his Age of 21 years, and that then he, according to the limitation of the ſaid Deviſe of the ſaid *W. W.* deceaſed, entred upon the ſaid Lands in *L.* aforeſaid, in the ſaid recited Will mentioned, and held and enjoyed the ſame for many years, and not being well in health he the ſaid *H.* your Orators ſaid late Father on or about the 22th day of *M.* which was in the year of our Lord, 1653. made his laſt Will and Teſtament in Writing, and thereby deviſed unto your ſaid Orator all and ſingular his Lands, Meſſuages and Tenements, with their and every of their Appurtenances, ſcituate lying and being in *L.* aforeſaid, in the ſaid County of *B.* and that the ſaid Lands, Meſſuages, Tenements and Premiſſes, were the very ſame Lands deviſed unto him by the laſt Will of the ſaid

W. W.

W. W. his late Uncle, deceaſed, before-mentioned, and that for the better eſtating the ſame Lands upon your ſaid Orator, he deviſed the ſame unto your ſaid Orator and to his Heirs for ever, by the name of *H. C.* my eldeſt Son, and to his Heirs for ever. And that by the ſame Will your Orators ſaid Father Deviſed all his other Lands in theſe Words following, *viz.* I give and bequeath unto *R. C.* my youngeſt Son, all my Lands, Meſſuages and Tenements with their and every of their Appurtenances whatſoever, ſituate lying and being in *W.* aforeſaid, (meaning in the ſaid County of *B.*) and to his Heirs for ever, and that of the ſame laſt Will, after ſeveral Gifts, Bequeſts and Legacies by him given and bequeathed to ſeveral perſons therein named, he the ſaid *H. C.* your Orators ſaid Father of his ſaid laſt Will, made *John Clark* his Brother-in-Law his ſole Executor, which ſaid *J. C.* was by the ſaid Will empowred or limited to have all the Lands, Meſſuages and Tenements, in the ſaid laſt Will mentioned, with their and every of their Appurtenances, in his own power to uſe or let at his diſcretion, till your ſaid Orator ſhould accompliſh his Age of 21 years, to bring up his Children, and pay his Debts and Legacies. And your Orator by his ſaid Will did further ſet forth, That the ſaid *J. C.* the Executor of the ſaid *H.* your Orators ſaid Father having made his Will and *Anne* his Wife his Executrix, departed this life before the ſaid *H. C.* and that the ſaid

H. C.

H. C. him ſurvived, and continued in life for ſome time afterwards, and that he the ſaid *H C.* deceaſed, as was pretended, departed this Life, without making any alteration in or, revocation of his ſaid laſt Will, by and after whoſe deceaſes, *Anne* the Relict of *J. C.* (then *A. C.* Widow,) pretending to be Executrix or Adminiſtratrix of *J.* her *H*usband, on or about the 31th day of *December*, which was in the year of our Lord God, 1657. which as by the ſaid Bill was ſet forth, was about three years and a half after the date of the ſaid Will, made probate of the ſaid Will, and had the Adminiſtration with the ſaid Will of *H. C.* annexed, granted unto her, and was then aſſigned Curatrix to your ſaid Orator, and *R.* his Brother then Minors of tender years, and the only Children of the ſaid *H. C.* their ſaid Father then lately deceaſed, to Adminiſter to the uſe of the ſaid Minors as was pretended, and that under colour or pretence of ſuch ſaid Adminiſtration, or by virtue or ſtrength thereof ſhe the ſaid *A. C.* poſſeſſed her ſelf of all the Lands, Meſſuages, Tenements and Premiſſes, with their and every of their Appurtenences, in both the aforeſaid Wills ſpecified and contained, and alſo of the perſonal Eſtate of your Orators ſaid Father, which was of great value, being better worth than the value of all his Debts, at the time of his death owing, and the Legacies in his Will mentioned, and that unto all ſuch Lands or perſonal Eſtate, ſhe the ſaid *A.* had no Intereſt or Title, what-

whatſoever in her own right, but meerly and properly in truſt for your ſaid Orator, and the ſaid *R.* your Orators ſaid Brother having no Eſtate by the pretended Will of *H.* your Orators ſaid Father therein, for that the ſame Eſtate in *W.* was ſetled according to the Statute of transferring uſes upon your ſaid Orator, as Tenant in Tail, after the deceaſe of the ſaid *H.* your Orators ſaid Father, upon your Orator as Heir Male of the Body lawfully begotten, upon the Body of *A.* his Mother, and that ſo the ſole Rents and Profits of the real Eſtate which your Orators Father was poſſeſſed of at the time of his death, and the perſonal Eſtate of his ſaid Father, ought to have come, accrewed and deſcended unto and upon your ſaid Orator, his ſaid Brother *R.* having nothing to do therein by virtue of the ſaid pretended Deviſe or Will of the ſaid *H.* your Orators ſaid Father, for that *R. C.* your Orators ſaid Grandfather had limited the Lands in *W.* upon your ſaid Orator by his laſt Will, or that he had otherwiſe ſetled the ſame by Deed, as Tenant in Tail or Remainder in Fee, and that the ſaid *A.* ought to render an Account for the whole, and refund unto your Orator what had been received or raiſed out of the ſaid Lands and Premiſſes, ſcituate either in *L.* or *W.* or either of them, with Damages for the ſame, ſince the time by her ſo thereout raiſed or received, the ſaid Lands being (as by the ſaid Bill was ſet forth, and the truth was) of the yearly

value of 80 *l.* and upwards, and that the ſaid perſonal Eſtate being of a very great value, ſhe ought alſo to account for the ſame unto your ſaid Orator, ſhe having (as by the ſaid Bill was ſet forth, and the truth was) Adminiſtration thereof duly granted unto her, of the Eſtate of his ſaid Father. And your Orator farther ſheweth unto your Lordſhip, That your ſaid Orator by his ſaid Bill did farther ſet forth (as the truth was) that the ſaid *A.* at the time of her Adminiſtration, by the Name of *A. C.* Widow, but afterwards having Inter-married with *J. H.* who by the ſaid Bill was ſet forth (as the truth was) to be then alſo deceaſed, and then by the name of *A. H. alias C.* having crept into the truſt aforeſaid, ſhe being near related by affinity or Kindred unto your Orator, and out of ſome fraudulent deſign to defeat your ſaid Orator of his Eſtate, by combination with the ſaid *R.* your Orators younger Brother, or ſome others under the colour of her Power and Authority, and for her uſe, having received out of the Eſtate real and perſonal of your ſaid Orator, the Sum of 1500 *l.* and upwards, which ſhe would convert to her own uſe, and denying and refuſing to render unto your ſaid Orator any Account, or to make any payment of any Sum of Mony in ſatisfaction of the Premiſſes, and diſcharge of the ſaid Truſt, pretending ſometimes the Adminiſtration taken with the laſt Will and Teſtament of your Orators ſaid late Father annexed, was

was granted to her in her own right, and that there was no truſt, and that therefore ſhe ought not to Account, when (as by the ſame Bill it was ſet forth, and the truth was) that it did plainly appear to be only in truſt for your Orator, and that ſhe knew the pretence of her Entrance upon the ſaid Lands and perſonal Eſtate was only as Curatrix aſſigned for your ſaid Orator, and not of any right to her ſelf, and that at other times, ſhe the ſaid *A. H. alias C.* to evade your Orator in the Premiſſes, had pretended that *J. H.* her then late Husband received the Profits of the ſaid Lands, or ſome part thereof, and that for the ſame ſhe ought not to Account. And your Orator by his ſaid Bill did farther ſet forth, That although the ſaid *J. H.* did receive ſome part of the Rents and Profits of the ſaid Truſt Eſtate, yet that it was under the colour of the pretended Title of the ſaid Defendant *A. H.* alias *C.* and that ſhe being the perſon in Law, ſhe ought to Account and make good the defects of her ſaid late Husband, if any were, ſhe having (as by the ſaid Bill was ſet forth, and the truth was) entred upon his Eſtate; and for that your Orator could fix no Action at the Common Law, for mony due upon Account, untill the Account ſhould be firſt ſtated, but by the help of the Anſwer of the ſaid *A. H.* alias *C.* who knew the particulars of the Rents and Profits received, and the Contents of the ſaid Wills, and who had the ſame in her cuſtody, or at leaſt

the laſt Will of the ſaid *H. C.* your Orators ſaid Father, annexed to the Letters of Adminiſtration thereupon taken. And to the end that the ſaid *A. H.* alias *C.* might ſet forth whether by virtue of the Letters of Adminiſtration, with the Will of your Orators ſaid late Father annexed, or by colour thereof, ſhe did not enter upon all the Lands, Meſſuages, Tenements and Premiſſes in *L.* and *W.* aforeſaid, and alſo of the perſonal Eſtate before-mentioned, or by what other power or authority, and whether the ſame was not in truſt for your Orator and his ſaid Brother, and whether your Orator was not eldeſt Son of *H. C.* his Father, and next Heir to his ſaid Father and Grandfather *R. C.* deceaſed, and whether your ſaid Orator had not Right, Title and a ſole Intereſt in all and ſingular the aforeſaid Eſtate, and that the ſaid *A. H.* alias *C.* might ſet out the contents of the ſaid Will which was in her cuſtody, and Account and refund and pay unto your ſaid Orator, what was or might have been made or raiſed out of the aforeſaid Premiſſes, and Lands and Profits thereof, unto your ſaid Orator; And that the Defendant *A. H.* alias *C.* might be compelled by the Decree of this honourable Court to make good the Truſt, and that your Orator might be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience, was the ſcope of your Orators ſaid Bill. To which Bill the ſaid Defendant *A. H.* alias *C.* being ſerved wtih Proceſs, appeared and put in her

Anſwer

Anſwer thereunto, and thereby confeſſed and ſet forth, That ſhe believed it to be true, that the Complainant was Son and Heir to his late Father deceaſed, and alſo Heir to his Grandfather, and that *H. C.* the Complainants Father, was Nephew of *W. W.* late of *L.* in the County of *B.* deceaſed, And that the ſaid *W. W.* was ſeiſed in Fee of and in ſeveral Meſſuages, Lands, Tenements and Hereditaments, ſcituate, lying and being within the County of *B.* aforeſaid, and that he did make his laſt Will and Teſtament in Writing, bearing date, and that it did bear date about the time in the Bill mentioned, and did thereby deviſe unto the Complainants Father, all his Freehold Meſſuages, Lands and Tenements in *L* aforeſaid, to hold unto the ſaid *H. C.* the Complainants Father and his Heirs for ever, upon condition as in the Bill is ſet forth, and that by his ſaid Will he the ſaid *W. W.* gave ſeveral Legacies to ſeveral of his Friends and Kindred, and willed that his Executor ſhould hold and enjoy all his Lands, and receive the Rents and Profits thereof towards payment of his ſaid Legacies, and that thereof he the ſaid *W. W.* made *R. C.* the Complainants Grandfather his ſole Executor, and that he died about the time in the Bill mentioned, and that after the death of the ſaid *W. W.* he the ſaid *R. C.* proved the ſaid Will and took upon him the execution thereof, and enjoyed the ſaid Lands, and received the Profits thereof for about four years, and not for twelve years,

and that he then dyed, having made his Will in Writing, and thereof his Wife his Executrix, and that ſhe alſo enjoyed the ſaid Lands about three or four years more, after her Husbands deceaſe, and ſet forth that ſhe believed that afterwards the Complainants ſaid late Father enjoyed the ſame and received the Rents and Profits thereof. And the ſaid Defendant *A. H.* alias *C.* by her ſaid Anſwer did farther ſet forth, That ſhe believed it to be true, that the Complainants late Father, about the time in the Bill ſet forth, made his laſt Will and Teſtament in writing, and that he alſo deviſed unto the Complainant and his Heirs all the Lands in *L.* aforeſaid, and unto *R. C.* his youngeſt Son and his Heirs, all his Lands, Tenements and Hereditaments in *W.* aforeſaid, and that of ſuch his Will the Complainants Father made *J. C.* his Brother-in-Law his ſole Executor, and that he was thereby empowred to uſe and let at his own diſcretion all the Meſſuages, Lands, and Tenements, in his ſaid laſt Will mentioned, until the Complainant ſhould attain to the Age of 21 years, to bring up his Children and pay his Debts and Legacies, and the ſaid Defendant by her ſaid Anſwer did acknowledge it to be true, That the ſaid *J. C.* dyed in the life-time of the ſaid *H. C.* having firſt made his Will and thereof this Defendant his Executrix, and ſets forth, That ſhe beliveth, that ſhortly after the ſaid *H. C.* dyed without making any alteration of the ſaid Will, and likewiſe

wiſe that after the death of the ſaid *H. C.* the ſaid Defendant being ſole Executrix of the ſaid *J. C.* and Siſter of the ſaid *H.* made probate of the ſaid Will of *H. C.* at *London*, and that ſhe had Adminiſtration with his Will annexed, duly granted unto her by the ſaid Judges for probate of Wills, and granting Adminiſtrations in truſt, and that ſhe was aſſigned Curatrix to the Complainant and *R.* his Brother, then minors of tender years, and only Children of the ſaid *H. C.* their Father in truſt for them, and that by virtue thereof the ſaid then Defendant poſſeſſed her ſelf of the Goods of *H. C.* her Brother only, and that ſhe received the Rents of all the Lands, as well thoſe in *W.* aforeſaid, given to *R. C.* by the Will of *H.* his Father, as thoſe in *L.* given to the Complainant by the Will of his ſaid Father. And the ſaid then Defendant by her ſaid Anſwer did farther ſet forth, That the perſonal Eſtate of the ſaid *H. C.* the Complainants Father came to the Sum of 441 *l.* 18 *s.* 2 *d.* and no more, and that the profits of the *L.* Lands bequeathed to the Complainant, and received by the ſaid then Defendant, amounted to the Sum of 491 *l.* 3 *s.* 4 *d.* and no more, as the ſaid then Defendant believed, and that the ſaid Defendants diſburſments by reaſon of the ſaid Truſt, amounted to the Sum of 976 *l.* 18 *s.* 1 *d.* as the ſaid Defendant then pretended, beſides unneceſſary charges, that ſhe by her ſaid Anſwer pretended to be farther put to, by reaſon of vexatious Suits, the ſaid then De-

fendant having as ſhe alledged, formerly accounted in the Prerogative Court of *Canterbury*, both for the real and perſonal Eſtate of the ſaid *H. C.* the Complainants Father, and that nevertheleſs this ſaid Defendant farther to ſatisfie your ſaid Orator, annexed another account of the ſaid Eſtate, ſo far as it concerned your Oratrix to her ſaid Anſwer, which the ſaid *A. H.* alias *B.* by her ſaid Anſwer prayed might be accepted and taken as part of her Anſwer, And that as touching the Accounts of the profits of the Lands at *W.* the ſaid Defendant pretended that ſhe ought not to give any anſwer thereto, or to make any Account for the ſame to the ſaid Complainant, for that the ſaid Defendant denied that your Oratrix had any title to the ſame or any part thereof, or that the ſame was any ways ſetled or came to your ſaid Orarator, for that the ſaid Lands in *W.* were by the Will of your Oratrix ſaid Father demiſed unto the ſaid *R. C.* your Oratrice's ſaid Brother and his Heirs for ever, who, the ſaid Defendant ſet forth to be, then in poſſeſſion thereof in his own Right, as the ſaid Defendant pretended, and that he the ſaid *R. C.* was not made a Party to the ſaid Suit, And the ſaid Defendant by her ſaid Anſwer did deny that ſhe had the Will of the ſaid *W.* or *H. C.* in her cuſtody, but ſaid that ſhe gave the Will of the ſaid *W.* to the Complainant amongſt his other Writings, and farther ſaid, That the ſaid *H. C.* his Will was, as the ſaid Defendant pretended

tended, in the Regiſter of the Prerogative Court of *Canterbury*, where the ſame, as ſhe by her ſaid Anſwer ſet forth, was proved, by the ſaid then Defendant, and that your ſaid Orator might have reſort unto the ſame; And the ſaid then Defendant denyed all combination charged in the Bill, and concluded with the general Traverſe. To which Anſwer your Orator took Exceptions for ſeveral Imperfections thereof, and the ſaid Exceptions being held good, the ſaid Defendant *A. H.* put in her farther Anſwer to the ſaid Bill, and thereby confeſſed that ſhe did receive as well the Rents of the Lands at *W.* in the Bill mentioned, given unto *R. C.* your Orators Brother by the Will of *H.C.* his Father, as thoſe in *L.* alſo in the Bill mentioned, given unto your Orator by his ſaid Fathers Will. And the ſaid Defendant did by her ſaid ſecond Anſwer farther ſet forth, That as ſhe did not by her former Anſwer give any Account of the ſaid Rents and Profits of the ſaid Lands at *W.* for that the ſaid *R. C.* was no party to that Suit, ſo neither did ſhe ſet forth her payments and diſburſments for the ſaid *R.* ſhe being alſo to have an allowance thereof, And the ſaid then Defendant annexed to her ſaid ſecond Anſwer, an Account of Rents and Profits received by her out of the ſaid Lands and Premiſſes at *W.* aforeſaid, and alſo of her diſburſments, which Account the ſaid then Defendant *A. H.* by her ſaid ſecond Anſwer prayed might be accepted and taken as part of the ſame Anſwer,

Anſwer, and thereby alſo farther ſet forth, and pretended, That as to the Sum of fifty ſix pounds, craved to be allowed to the ſaid *A. H.* upon the Account annexed to her former Anſwer, ſhe thereby pretended the ſame was due and owing from the Teſtator *H. C.* deceaſed, for the Rent of her own Lands, which, as ſhe pretended, he held as Tenant to the ſaid *A. H.* at the time of his death; and as touching the 78 *l.* 15 *s.* craved by the ſaid *A. H.* to be allowed in her ſaid Account, that the ſaid Sum of 78 *l.* 15 *s.* was loſt to the ſaid *A. H.* as ſhe pretended by the Goods and Chattels of the ſaid Teſtator, being over-valued in the Inventory of the perſonal Eſtate; and that as touching the Sum of 12 *l.* craved to be allowed in her Account annexed to her ſaid former Anſwer, the ſaid Sum of 12 *l.* was for charges (which ſhe pretended your Orator put her to in giving an Account of all the Eſtate of the ſaid *R. C.* the Teſtator,) and ſo concluded with the general Traverſe. To which Anſwer of the ſaid *A. H.* your Orator did reply, and the ſaid *A. H.* rejoyned, and the ſaid Parties being at iſſue, ſeveral Witneſſes were Examined, and Depoſitions taken in the ſaid Cauſe on both ſides and publication paſſed in the ſaid Cauſe, and the ſaid Cauſe being ripe for hearing, and ſtanding in the Paper, the ſame on *Thurſday* the 13th day of *April* in the 25th year of his now Majeſties Reign, was heard and debated before your Lordſhip in this Honourable Court, in the preſence of Councel

cel learned on both ſides, whereupon, and upon long debate of the whole matter, your Lordſhip did think fit and ſo Order and Decree, That the ſaid then Defendant *A. H.* ſhould come to an Account for the Eſtate real and perſonal of your Orators ſaid Father, which came to her Hands, as aforeſaid, before Sir *T. Eſcourt* one of the Maſters of this Honourable Court, who was to be armed with a Commiſſion, or direct a Commiſſion into the Country, if he ſhould ſee cauſe, and in taking the ſaid Account the ſaid Maſter was to make unto the ſaid *A. H.* all juſt and fitting allowances for getting in and preſerving the Eſtate, or otherwiſe, and what upon Account to be taken as aforeſaid, ſhou'd appear to be due to your Orator, your Lordſhip farther Ordered and Decreed, That the ſaid *A. H.* ſhould pay the ſame to your Orator. And your Orator farther ſheweth unto your Lordſhip That the ſaid Maſter, purſuant to the ſaid Decretal Order, did take and conſider of ſuch Account in the preſence of Council and Solicitors on both ſides, and made ſuch allowances as by the ſaid decretal Order was directed, and made his Report thereof But the ſaid *A. H.* the 5th of *March*, 1676. preferred her Petition unto your Lordſhip, for re-hearing the Cauſe, for that by the decretal Order ſhe was to Account for the whole real and perſonal Eſtate of your Orators Father, albeit the Premiſſes in *W.* were deviſed to *R.* the Plaintiffs Brother, and neither he nor his Executors were made Parties

ties to that Suit, and thereupon obtained an Order for re-hearing of the ſaid Cauſe, whereupon the 16th day of *May*, 1677. upon hearing Councel on both ſides (inſert the ordering part of the Order.) And your Orator farther ſheweth unto your Lordſhip, That on the 19th day of *January*, 1677. the ſaid Maſter made his Report, and thereby certified, That in purſuance of the laſt mentioned Order of the 16th of *May*, he had been attended by the Adminiſtratrix of *R. C.* and that the ſaid Adminiſtratrix did Releaſe to your Orator all her Widows Intereſt in the Eſtate of the ſaid *R. C.* her then late Husband, deceaſed, and that therefore the ſaid Maſter had in the preſence of Councel, Solicitors and Clerks in Court of both ſides, proceeded to ſtate and ſettle the Account, and thereby reported to be remaining due from the ſaid *A. H.* to your Orator the Sum of 495 *l.* and 2 *d.* to which Report the ſaid *A. H.* filed ſix ſeveral Exceptions, but before the ſame could be argued, ſhe the ſaid *A. H.* departed this Life, by means whereof that Suit is abated, your Orator not having in her life-time, nor ſince her death, received any part of the ſaid Sum of 495 *l.* 2 *d.* And your Orator farther ſheweth unto your Lordſhip, That the ſaid *A. H.* was in her life-time, and at the time of her death, ſeiſed in her Demeſn as of Fee, or of ſome other good Eſtate of Inheritance, and alſo poſſeſſed of or otherwiſe interreſſed in the Manor of *W.* aforeſaid, and of and in divers Meſſuages, Lands, Tenements

nements and Hereditaments, with their appurtenances in *W.* aforeſaid, and elſe-where, of the yearly value of 130 *l.* or thereabouts, and alſo poſſeſſed of and intereſſed in a perſonal Eſtate of the value of 1000 *l.* or of ſome other conſiderable value. And your Orator farther ſheweth unto your Lordſhip, That ſoon after the death of the ſaid *A. H.* one *T. B.* of *W.* aforeſaid, Clerk, (who Married *E.* the Daugter of *A. H.*) entred upon, and poſſeſſed himſelf of the Eſtate real and perſonal of the ſaid *A. H.* and hath ever ſince held and enjoyed the ſame, and hath received and kept the Rents, Iſſues and Profits and converted and diſpoſed the ſame to his own uſe, and the better to colour his the ſaid *T. B.*'s pretences to the ſaid Eſtate real and perſonal, late of the ſaid *A. H.* he the ſaid *T. B.* doth ſometimes pretend and give out in Speeches That he doth claim and enjoy the ſaid perſonal Eſtate as Executor, and at other times as Adminiſtrator to the ſaid *A. H.* and that he doth claim and enjoy the ſaid real Eſtate by virtue of ſome deviſe in the ſaid Will and Teſtament of the ſaid *A. H.* or by virtue of ſome Deed or other Conveyance, good and ſufficient in the Law, whereby he pretends the real Eſtate to be well and duly granted and conveyed unto him the ſaid *T. B.* and at other times the ſaid *T. B.* pretends and gives out in Speeches that he doth claim and hold the ſaid real and perſonal Eſtates, or one of them, by virtue of ſome Grant or Deed of Gift, which

which he pretends to be well and duly executed by the ſaid *A. H.* and that for good and valuable Conſiderations, and refuſeth to give your Orator any Account of the ſaid Eſtates, real or perſonal of the ſaid *A. H.* or to pay or ſatisfie to your Orator the ſaid Debt to him from her due, as aforeſaid, and denies that he hath Aſſets in his Hands to pay or diſcharge the ſame, or any part thereof, albeit if any ſuch Will, Deed or Conveyance as is pretended were made, the ſame doth charge the Eſtates real and perſonal of the ſaid *A. H.* or one of them with the payment and diſcharge of her Debts, and the Eſtate ſo charged is ſufficient to ſatisfie and pay the ſame, and in caſe no ſuch Will, Deed or conveyance were ever executed, yet the ſaid *T. B.* hath poſſeſſed himſelf of Aſſets ſufficient to pay your Orators ſaid Debt or the greateſt part thereof, as Adminiſtrator to the ſaid *A. H.* or otherwiſe, and yet refuſeth to give your Orator any account of the ſame, or to pay him his juſt Debt or any part thereof, although by your Orator often in a friendly manner requeſted thereunto. And by Combination Confederacy and unlawful Agreement with divers perſons unknown to your Orator, whoſe Names when they ſhall be diſcovered, your Orator prays they may be inſerted into this Bill of Complaint, and that they may be made Parties thereunto, with apt words to charge them, doth conceal from your Orator the ſaid Eſtate real and perſonal of the

the ſaid *A. H.* on purpoſe to defraud your Orator, and hinder him from being ſatisfied his ſaid Debt. All which doings of the ſaid Confederates are contrary to Right, Equity and good Conſcience, and tend to your Orators wrong and injury. In tender conſideration whereof, and foraſmuch as your Orator hath no remedy at and by the ſtrict Rules of the Common Law of this Realm to compel a diſcovery of each fraudulent concealment and practices, as aforeſaid, your Orators Witneſſes who could have proved the ſame, and the particulars of the ſaid Eſtate real and perſonal, and the values thereof, and other the Premiſſes, being either dead or in remote parts beyond the Seas, unknown to your Orator, ſo that your Orator will be in danger of loſing the ſaid Monies to him due as aforeſaid, without the aid and aſſiſtance of this Honourable Court. To the end therefore that the ſaid *T. B.* and the reſt of the Confederates when made known, may upon their corporal Oaths ſet forth and diſcover the particulars and true values of the ſaid Eſtates real and perſonal of the ſaid *A. H.* which came to the hands and poſſeſſion of the ſaid *T. B.* and what profits he hath made thereout, and whether he hath not Aſſets out of the ſaid Eſtates ſufficient to pay your Orator the ſaid Monies due to him as aforeſaid, or any, or what part thereof, and true anſwer make to all and ſingular the Premiſſes, as fully and effectually to all intents and purpoſes, as if the ſame had been here

here again repeated and interrogated. And that the ſaid *T. B.* and the reſt of the Confederates may ſhew cauſe, if they can, why the ſaid before-recited Bill, Anſwers, Depoſitions, Orders, Report, and all other the Proceedings in the ſaid former Suit ſhould not be and ſtand revived, and in the ſame plight and condition againſt him and them as the ſame were in againſt the ſaid *A. H.* at the time of her deceaſe, and that your Orator may be righted and relieved in all and ſingular the premiſſes, according to Equity and good Conſcience, May it pleaſe your Lordſhip, the premiſſes conſidered, to grant unto your Orator one or more Writ or Writs of Subpena to be directed to them the ſaid *T. B.* and the reſt of the Confederates when made known, thereby commanding them and every of them at a certain day, and under a certain pain therein and thereby to be limited, perſonally to be and appear before your Lordſhip in this Honourable Court, and farther to ſtand to and abide ſuch farther Order and Decree therein, as to your Lordſhip ſhall ſeem meet, And your Orator ſhall ever pray, *&c.*

Bills for Relief againſt a Statute or Recognizance.

Lord Chancellor Jefferies *Exhibits a Bill againſt* Daniel Witherly *Eſq; to whom he paid part of the Purchaſe-Mony for the Barony of* Wem, *and tendred the reſidue, to compel him to accept the reſidue of the Purchaſe-Mony, and vacate the Statute or Recognizance entred into for payment of the reſidue of the Purchaſe-Mony.*

To the Kings moſt Excellent Majeſty.

HUmby complaining ſheweth unto your Majeſty, *George* Lord *Jefferies*, Baron of *Wem*, That one *Daniel Witherly* of *Olive* in the County of *Salop*, Eſq; pretending to be ſeiſed in Fee-Simple, or of ſome other good and indefeaſible Eſtate of Inheritance, of and in the Barony of *Wem*, in the County aforeſaid, with all its Rights, Members and Appurtenances, and of the Manres, and Lordſhips of *Wem* and *Loppington*, and of the Advowſon, Donation and Right of Patronage of the Church of *Wem*, aforeſaid; In or about the year, 1684. applyed himſelf to your Orator ſeveral times, and propoſed to ſell to your Orator the Inheritance of the ſaid Barony, Maners, Advowſons and Premiſſes thereunto belonging; And uſed many Arguments to induce your Orator to treat with him the ſaid

Vide Anſwer Title Pleas and Anſwers, Sect. 15.

Daniel Witherly, touching the Purchaſe thereof, which he repreſented to be worth 12660 *l.* and your Orator having received from Mr. *Witherly* a particular of the ſaid Eſtate, and made ſome enquiry touching the true and real value, and finding the ſame far ſhort of what he had repreſented the ſame to be, your Orator deſired ſome time to inform himſelf of the truth of the particulars, and whether the ſaid Lands were of that value which they were rated at in the ſaid particular which your Orator had received from the ſaid Mr. *Witherly*, in regard the Premiſſes were about one hundred and twenty Miles diſtant from *London*, where your Orator and Mr. *Witherly* treated about the ſame. But the ſaid Mr. *Witherly* being very preſſing and importunate with your Orator to come to a ſpeedy Agreement touching the ſaid Purchaſe, in regard (as he alledged) he was much in Debt, and in fear of Arreſts and trouble from his Creditors, and reſtrained of his liberty, and that he could not diſcharge his Debts, but by Monies to be raiſed by ſale of the ſaid Barony, Manors and Premiſſes, whereupon your Orator was prevailed withal, and accordingly agreed to pay down to the ſaid Mr. *Witherly* the Sum of Seven Thouſand ſix Hundred Pounds, in part of the Purchaſe-Mony, and thereupon the ſaid Mr. *Witherly* was to make to your Orator and his Heirs, a Conveyance of the ſaid Premiſſes. And in regard your Orator could not then receive ſatisfaction of the true

true value of the ſaid Barony, Lands and Premiſſes, It was agreed, That One Thouſand of the ſaid Seven Thouſand ſix hundred pounds ſhould be the price of the Advowſon aforeſaid. And it was farther agreed, That the ſaid ſix Thouſand, ſix Hundred pounds, reſidue of the ſaid ſeven Thouſand ſix Hunderd pounds, ſhould go towards payment of the reſt of the ſaid Purchaſe-Mony, and that twenty years Purchaſe ſhould be the rate and price as well of the Free-hold, as the Copy-hold-Rents to be aſcertained by the perſons herein after-mentioned, and that the Rate and price to be paid for the Barony and Manor, and the caſual Fines, Herriots, and other contingent Profits, (except for the Timber in Cotton-Wood, and for the Cottages and Lands not Copy-hold, but in the poſſeſſion of the ſaid *Witherly*, or his under-Tenants, for years or at will) ſhould be three years value of the Copy-hold-Lands, parcel of the ſaid Manor, or either of them, to be alſo aſcertained by the perſons hereafter mentioned; and that the rate and price of the Timber-Trees in *Cotton*-Wood and the Cottages and Lands not being Copy-hold, ſhould be ſo much as by the perſons to that purpoſe named ſhould be ſet down and appointed to be paid, and that your Orator ſhould enter into a Statute of Three Thouſand Pounds for ſecuring the reſidue of the Purchaſe-Mony which the ſaid *Witherly* pretended would amount to a conſiderable Sum, whereupon

by Indentures of Leaſe and Releaſe, bearing date on or about the two and twentieth and three and twentieth days of *December* 1684. made between *Daniel Witherly* of the one part, and your Orator by the name of Sir *George Jefferies* Knight and Baronet, Lord Chief Juſtice of *England*, of the other part, The ſaid *Daniel Witherly* for and in conſideration of the Sum of Seven Thouſand Six Hundred Pounds, by your Orator then paid to the ſaid *Daniel Witherly*, and by his appointment, and of a farther Sum ſecured to be paid unto the ſaid *Witherly*, did Grant, Bargain, Sell, Infeoff, Releaſe and Confirm unto your Orator and his Heirs, all that the ſaid Barony of *Wem*, and the ſaid Manors or Lordſhips of *Wem* and *Loppington*, with their and every of their Rights, Members and Appurtenances, and the Advowſon, Donation, free Diſpoſition and Right of Patronage of the ſaid Church of *Wem*, and all Meſſuages, Cottages, Meadows, Lands, Woods, Under-Woods, Trees, Commons, Rents, Royalties, Profits and Perquiſites whatſoever, to the ſaid Barony, Lordſhips, Advowſon and Premiſſes belonging or in any wiſe appertaining, and all Deeds, Court-Rolls, Fines, Counter-parts of Leaſes, Court-Books, Rent-Rolls, Surveys, Eſcripts and Miniments whatſoever, touching and concerning the ſaid Premiſſes, or any part thereof. To have and to hold unto your Orator and his Heirs and Aſſigns for ever, with Covenants againſt all Incumbrances done by the ſaid *Daniel*

niel Witherly, or any claiming under him (except Eſtates granted by Copy of Court Roll, and the Aſſignment of a Leaſe made by *Henry* late Duke of *Norfolk*, and others) and for farther aſſurance, as in and by the ſaid Deeds duly executed, and other Conveyances and Aſſurances ready to be produced, more at large appeareth. And your Orator farther ſheweth, That by another Indenture bearing date and duly executed on or about the ſame three and twentieth day of *December*, one thouſand ſix hundred eighty four, made between your Orator of the one part, and the ſaid *Daniel Witherly* of the other part, reciting, That the ſaid Mr. *Witherly* had ſold, and by the ſaid Conveyance of Leaſe and Releaſe, conveyed to your Orator and his Heirs, the ſaid Barony, Manors, Advowſon and Premiſſes, and that your Orator had paid and ſatisfied unto the ſaid *Daniel Witherly* and his Order the Sum of Seven Thouſand Six Hundred Pounds, towards the Purchaſe thereof, and that by reaſon of your Orators and the ſaid *Daniel Witherlys* being at that time remote from the ſaid Barony could not ſatisfie each other in the true and real values and quantities of the Lands and Rents Purchaſed, but agreed that One Thouſand Pounds parcel of the ſaid Seven Thouſand Six Hundred Pounds, ſhould be and was the price of the ſaid Advowſon, and that Six Thouſand and Six Hundred Pounds reſidue of the Mony paid, ſhould go towards payment of the reſt of the ſaid Purchaſe,

and that twenty years value ſhould be the rate and price of the Rents, as well the chief Rents payable by the free Tenants, as the Rents of the Copy-Holders of Inheritance of the ſaid Manors or either of them, as they ſhould be aſcertained by the Perſons for that purpoſe hereafter-named, and that the rate and price that ſhould be paid for the ſaid Barony and Manors, and the Caſual Fines, Herriots, Courts, Profits of Courts, and all other the Profits, Benefits, Franchiſes and Priviledges by the ſaid Deed Conveyed, (except for the Timber Trees in *Cotton* Wood, and for the Cottages and Lands not Copy-Hold, but in poſſeſſion of the ſaid *Daniel Witherly*, or his under-Tenants for years, or at will) ſhould be three years value of the Copy-hold-Lands, parcels of the ſaid Manors, or either of them, as they were worth in poſſeſſion, as the ſame ſhould be aſcertained by the perſons hereafter-named, and that the rate and price which ſhould be paid for the Timber-Trees, in *Cotton*-wood and the Cottages and Lands not being Copy-hold, but in poſſeſſion of the ſaid *Daniel Witherly*, or his under-Tenants for years or at will, by the ſaid Deed granted, ſhould be ſo much as ſhould be by the ſaid perſons for that purpoſe to be named, be ſet down and appointed to be paid, and alſo reciting that your Orator had named and appointed *Edward Kinaſton* of *Ottley* in the County of *Salop*, Eſq; for him and on his part, and the ſaid *Daniel Witherly* had named

William

William Adams of *Longdon* in the ſaid County of *Salop*, Eſq; for him and on his part, to joyn with the ſaid *Edward Kinaſton* upon their viewing, ſurveying and informing themſelves of and in the Premiſſes, to compute and aſcertain what the ſaid Rents, as well the Chief Rents as the Copy-hold Rents were yearly, and what Sum of Mony they amounted to at twenty years Purchaſe, and what the true and real Annual value of the ſaid Copy-hold were in poſſeſſion, and what Sum they amounted unto at three years value computed, and what the ſaid Timber-Trees in *Cotton*-Wood, and the ſaid Cottages and Lands not being Copy-hold, but in poſſeſſion of the ſaid *Daniel Witherly*, or his under-Tenants, for years or at will were yearly worth, and to ſet down in writing under their Hands and Seals ſuch their Rates, Priſes and Valuations, and the Sums of Mony to which they ſhould amount, and deliver to every of the Parties to the ſaid Indenture, or his or their Order, one of the ſaid Writings ſo Sealed and Subſcribed, and alſo reciting that your Orator had entred into a Statute or Recognizance to him the ſaid *Daniel Witherly*, in the penal Sum of Three Thouſand Pounds; It was by the ſaid Indenture declared, That the ſaid Statute and Recognizance was given and entred into upon this Condition, That if the ſaid *Edward Kinaſton* and *William Adams* ſhould and did by ſuch their Writing under their Hands and Seals, value, ſet and appoint the Sum of

Mony to be paid by your Orator to be above the ſaid Sum of Six Thouſand Six Hundred Pounds, and your Orator ſhould pay and ſatisfie the ſame unto the ſaid *Daniel Witherly*, at or in the *Inner-Temple* Hall, within a Month after ſuch Writing ſo Sealed and Subſcribed to him or his Order delivered, or if by ſuch their Writing Sealed and Signed, the valuation and Sum to be paid ſhould be thereby computed to be leſs than Six Thouſand Six Hundred Pounds, then the ſaid Statute and Recognizance to be void; and the ſaid *Daniel Witherly* covenanted, That if by ſuch Writing the valuation and Sum to be paid ſhould be thereby computed to be leſs than Six Thouſand Six Hundred Pounds, that then he ſhould within a Month after ſuch Writing Sealed and delivered to him, pay your Orator ſo much as the valuation or computation ſhould fall ſhort of Six Thouſand Six Hundred Pounds, as in and by the ſaid Indenture ready to be produced, more at large appeareth. And your Orator farther ſheweth, That the ſaid *Edward Kinaſton* and *William Adams* being informed of the contents of the laſt mentioned Indenture, and of the Reference thereby to them directed, for the valuation of the ſaid Premiſſes, they did according to the power to them given, at the requeſt of your Orator and the ſaid *Daniel Witherly*, view, ſurvey and inform themſelves of and in the Premiſſes, and having ſo done, did on or about the twentieth day of *January* laſt paſt, make and publiſh

their

their Award in Writing under their Hands and Seals, whereby they the ſaid *Edward Kinaſton* and *William Adams* did certifie, That they having viewed, ſurveyed and informed themſelves of and in the Premiſſes, had and did compute and aſcertain the yearly Rents, as well the Chief Rents, as the Copy-hold Rents, Borough-hold Rents, Borough-hold Herriots, and increaſed Rents, to amount to the Sum of Eighty One Pounds, Four Shillings and Eight pence Half-penny, *per annum*, which at the rate of Twenty Years Purchaſe did amount unto One Thouſand Six Hundred Twenty Four Pounds, Fourteen Shillings and Two Pence, and they had and did aſcertain the yearly value of the Demeſn and Cottage Rents to amount to the Sum of Thirty Two Pounds, Two Shillings, for which they did Award, Order and Appoint that your Orator ſhould pay unto the ſaid *Daniel Witherly*, at the rate of Twelve Years Purchaſe, which amounted unto Three Hundred Eighty Five Pounds Four Shillings; And they had and did farther compute and aſcertain the yearly value of the Copy-holds within the Manor of *Wem* to amount to One Thouſand Three Hundred Twenty Two Pounds, Four Shillings, which at Three Years Purchaſe for the caſual Fines, Herriots and other Profits did amount to the Sum of Three Thouſand Nine Hundred Sixty Six Pounds, Twelve Shillings, and that they had and did compute and aſcertain the yearly value of the Copy-holds within the Manor of *Loppington*

to

to amount to the Sum of One Hundred Sixty Three Pounds, Thirteen Shillings and Four Pence, which at the Rate of Three years Purchaſe for the Fines, Herriots, and other Profits did amount to the Sum of Four Hundred Ninety One Pounds, and that they had and did compute and aſcertain the value of the Timber in *Cotton*-Wood to amount to the Sum of One Hundred Seventy Five Pounds, and that the value of the *Turbary* in *Wem*-Moſs amounted to the Sum of Twenty Shillings *per annum*, which at Twelve Years Purchaſe came to Twelve Pounds; all which Sums amounted in the whole to the Sum of Six Thouſand Six Hundred Fifty Four Pounds, Ten Shillings and Two Pence, which being Fifty Four Pounds, Ten Shillings and Two Pence more than had been already paid by your Orator, they the ſaid *Edward Kinaſton* and *William Adams* did thereby order and appoint your Orator to pay the ſaid Fifty Four Pounds, Ten Shillings and Two Pence to the ſaid *Daniel Witherly*, according to the purport and contents of the ſaid Indenture of the Three and Twentieth day of *December*, One Thouſand Six Hundred Eighty Four, as in and by the ſaid Award ready to be produced more at large appeareth. And your Orator farther ſheweth, That the ſaid Award being ſo made and publiſhed, and one part thereof delivered to the ſaid *Daniel Witherly* or his Order, and another part thereof unto your Orator, under the Hands and Seals of the ſaid *Edward*

ward Kinaſton and *William Adams*, your Orator did in performance of the ſaid Award on his part, cauſe the ſaid Fifty Four Pounds, Ten Shillings and Two Pence to be tendred to the ſaid *Daniel Witherly*, within one Month after the publiſhing of the ſaid Award, and did expect that he would have received the ſame, and have delivered up unto your ſaid Orator his ſaid Statute or Recognizance of Three Thouſand Pounds penalty, and have cauſed the ſame to be vacated on Record, as in Juſtice and Equity he ought to have done. But now ſo it is, may it pleaſe your Majeſty, That the ſaid *Daniel Witherly* doth refuſe to accept the ſaid Fifty Four Pounds, Ten Shillings and Two Pence, or to vacate or deliver up your Orators ſaid Statute, although often requeſted thereunto, ſometimes pretending that your Orator did not cauſe the ſame to be tendred, as aforeſaid, and other times gives out, that the ſaid Arbitrators proceeded without his direction, and have much undervalued the Premiſſes, and that he will not be concluded by their Award, when as the ſaid *Daniel Witherly* well knows that the ſaid Fifty Four Pounds, Ten Shillings and Two Pence was tendred within one Month after the making of the ſaid Award, and that the ſaid Arbitrators did duly proceed in making their Award, and the ſaid *William Adams* had full Directions and Inſtructions how he was to proceed therein, and duly publiſhed the ſaid Award, and the ſame ought to be performed

formed and executed, which the ſaid *Daniel Witherly* refuſeth to do, although your Orator hath offered and is ready to perform the ſame on his part, and the ſaid *Daniel Witherly* threatens to ſet on foot ſome old dormant Incumbrances, wherewith, as he pretends the ſaid Premiſſes are chargeable, but to whom, by whom, or for what conſideration entred into, he refuſeth to diſcover, nor whether the ſame be ſatisfied or not; And the ſaid *Daniel Witherly* doth conceal and detain from your Orator ſeveral of the Deeds, Court-Rolls, and other Evidences touching the Premiſſes, and refuſeth to deliver the ſame to your Orator, or to deliver up and vacate your Orators ſaid Statute. All which doings of the ſaid *Daniel Witherly*, are contrary to Equity and good Conſcience. In tender conſideration whereof, and foraſmuch as your Orator is remedileſs in the Premiſſes by the ſtrict Rules of the Common Laws of this Realm, and the rather for that his Witneſſes who could and ſhould prove the truth of all and ſingular the Premiſſes, are either dead or in places remote and unknown to your Orator, ſo that your Orator is only and properly relievable before your Majeſty in the High Court of Chancery, to have his Statute delivered up and vacated. To the end therefore that the ſaid *Daniel Witherly* may ſet forth and diſcover whether there was not ſuch Indenture made and executed, bearing date the three and twentieth of *December*, 1684. as herein before is ſet forth, and

nd whether there was not ſuch Agree-
ent made between him and your Orator
ouching the ſaid Barony, Manors and Pre-
iſſes, as is herein mentioned, and whether
he ſaid *Edward Kinaſton* and *William Adams*
id make and publiſh ſuch Award under
heir Hands and Seals as aforeſaid, and whe-
her the ſaid *William Adams* had not Directi-
ns and Inſtructions from him how to
roceed in the valuation of the ſaid Pre-
iſſes, and whether he hath not one part
f the Award delivered to him, ſealed by
he ſaid Arbitrators, and when, and whe-
her the Sum of fifty four pounds, ten ſhil-
ngs and two pence was not tendred and
ffered to be paid to him on your Orators
ehalf, and when; and whether he did re-
uſe to receive the ſame, and for what
eaſon, and why he refuſeth to deliver up
nd vacate your Orators ſaid Statute or
ecognizance of three thouſand pounds,
nd what Incumbrances, and of what na-
ure the ſaid Premiſſes are lyable to or
hargable with, precedent to your Orators
urchaſe, and by whom and to whom en-
ed into, and for what Conſiderations real-
y and *bona fide* paid, and when and where,
nd whether the ſame be ſatisfied, or
hat is really and *bona fide* due thereon,
nd to whom, and what Deeds, Writings,
ourt-Rolls, Court-Books, Rentals, Terrars,
urveys, or other Evidences, Eſcripts or Mu-
iments, touching or concerning the ſaid
arony, Manors and Premiſſes, he or any
ther in truſt or with his privity, conſent

or

or knowledge have or hath in his or their hands, power, cuſtody or poſſeſſion, or which he can come by if he pleaſeth; and that the ſaid *Daniel Witherly* may true and perfect anſwer make to all and ſingular the Premiſſes, as fully and diſtinctly as if the ſame were here again repeated and interrogated, and ſhew cauſe, if he can, why he refuſeth to deliver up and vacate the ſaid Statute or Recognizance, and to receive the ſaid fifty four pounds, ten ſhillings and two pence, and that your Orator may be relieved in the Premiſſes, according to Equity and good Conſcience, May it pleaſe your Majeſty to grant unto your Orator proceſs of Subpena iſſuing forth of your Majeſties High Court of Chancery, directed to the ſaid *Daniel Witherly*, thereby commanding him at a certain day and under a certain pain therein to be limited, perſonally to be and appear in the ſaid High Court of Chancery, then and there upon his corporal Oath, true and perfect Anſwer to make to all and ſingular the Premiſſes, *&c.*

Ambr. Phillips.
Anth. Kecke.

Bills in the Exchequer for Tythes.

To the Right Honourable Henry *Lord* Delamere, *Chancellor and Under-Treaſurer of their Majeſties Court of Exchequer at* Weſtminſter, *Sir* Robert Atkins *Knight of the* Bath, *Lord Chief Baron of the ſame Court, and to the reſt of the Barons there.*

HUmbly complaining ſheweth unto your Lordſhips, your Orator *A. B.* Rector of the Pariſh and Pariſh-Church of *D.* in the County of *Somerſet*, Debtor and Accountant to their Majeſties, as by the Records of this Honourable Court may appear, That about ſix years ſince, that is to ſay, on or about the Month of *May*, in the year of our Lord God, 1686. your Orator was lawfully inſtituted and inducted into the Rectory of the ſaid Pariſh and Pariſh-Church of *D.* and that your Orator hath ever ſince been and remained Rector of the ſame, and hath carefully and diligently Somerſet.

ly

ly officiated and performed, and ſtill doth officiate and perform the Cure therein in all points, as by the Laws of this Realm and the Duty of his Function, hath been and is required, in regard whereof, and by force of the ſaid Inſtitution and Induction your Orator became and is juſtly, rightfully and lawfully intituled unto, and ought to have and receive all the Tythes, as well great as ſmall, Offerings and Duties, whatſoever, ariſing, renewing or growing, or which ſince his Inſtitution and Induction, have ariſen, been renewed or grown within the ſaid Pariſh, as belonging to the Rectory thereof, and alſo every Sum and Sums of Mony, thing and things whatſoever, which during the ſaid time hath by any Cuſtom or *Modus* within the ſaid Pariſh been payable to your Orator as Rector of the ſame, and as to any former Rector or Rectors of the ſaid Pariſh or Pariſh-Church have heretofore been anſwered or paid the ſame, And your Orator doth farther ſhew, That *C.* the Elder, of *H.* in the ſaid County of *S.* Gentleman, hath, holdeth and occupieth, and for ſeveral Years laſt paſt, that is to ſay, from the Feaſt of St. *Michael* the Archangel, which was in the year of our Lord, 1687. unto this preſent time, hath had, held and occupied ſeveral Lands, Cloſes, Paſtures, Meadows, Orchards, Gardens and Yards, lying and being within the ſaid Pariſh and Tythable places of *D.* for which he the ſaid *C.* ought to have paid, and ought to pay unto your Orator Tythes in kind

kind yearly and every year, during all the ſaid Term, amounting unto the yearly value of 6 *l.* and upwards; and particularly the ſaid *C.* during all the time aforeſaid, hath had, occupied and enjoyed, one Cloſe called the *Stack Cloſe*, lying in the ſaid Pariſh and Tythable places of *D.* aforeſaid, containing by eſtimation four Acres and upwards, being of the yearly value of 5 *l.* or thereabouts, during which time the ſaid *C.* did either make ſeveral Loads of Hay yearly, of the Graſs in that ſaid time yearly growing and renewing upon the ſame, to a very great value, the Tythe or tenth part whereof, had the ſame been duly and truly anſwered unto your Orator as the ſame ought to have been, could not be yearly leſs worth than 10 *s. per annum*, or thereabouts, or the ſaid *C.* did otherwiſe feed the ſame with ſeveral Cattel, for which your Orator ought to have been anſwered and paid 2 *s. per* pound, according to the yearly value of the ſaid Cloſe, or have been otherwiſe ſatisfied for the Tythes thereof, during the ſaid Term; and farther the ſaid *C.* during all the ſaid time, hath had, held and occupied within the ſaid Pariſh and Tythable places of the ſame, ſeveral Orchards, Gardens and Yards, in which not only Graſs, but Apples, Pears, and ſeveral other Fruit and Tythable things, have yearly grown and been renewed, during the ſaid term to a conſiderable value, the Tythes whereof yearly payable unto your Orator, during the time, amounted not un-

ly officiated and performed, and ſtill doth officiate and perform the Cure therein in all points, as by the Laws of this Realm and the Duty of his Function, hath been and is required, in regard whereof, and by force of the ſaid Inſtitution and Induction your Orator became and is juſtly, rightfully and lawfully intituled unto, and ought to have and receive all the Tythes, as well great as ſmall, Offerings and Duties, whatſoever, ariſing, renewing or growing, or which ſince his Inſtitution and Induction, have ariſen, been renewed or grown within the ſaid Pariſh, as belonging to the Rectory thereof, and alſo every Sum and Sums of Mony, thing and things whatſoever, which during the ſaid time hath by any Cuſtom or *Modus* within the ſaid Pariſh been payable to your Orator as Rector of the ſame, and as to any former Rector or Rectors of the ſaid Pariſh or Pariſh-Church have heretofore been anſwered or paid the ſame, And your Orator doth farther ſhew, That *C.* the Elder, of *H.* in the ſaid County of *S.* Gentleman, hath, holdeth and occupieth, and for ſeveral Years laſt paſt, that is to ſay, from the Feaſt of St. *Michael* the Archangel, which was in the year of our Lord, 1687. unto this preſent time, hath had, held and occupied ſeveral Lands, Cloſes, Paſtures, Meadows, Orchards, Gardens and Yards, lying and being within the ſaid Pariſh and Tythable places of *D.* for which he the ſaid *C.* ought to have paid, and ought to pay unto your Orator Tythes in kind

kind yearly and every year, during all the ſaid Term, amounting unto the yearly value of 6 *l.* and upwards; and particularly the ſaid *C.* during all the time aforeſaid, hath had, occupied and enjoyed, one Cloſe called the *Stack Cloſe*, lying in the ſaid Pariſh and Tythable places of *D.* aforeſaid, containing by eſtimation four Acres and upwards, being of the yearly value of 5 *l.* or thereabouts, during which time the ſaid *C.* did either make ſeveral Loads of Hay yearly, of the Graſs in that ſaid time yearly growing and renewing upon the ſame, to a very great value, the Tythe or tenth part whereof, had the ſame been duly and truly anſwered unto your Orator as the ſame ought to have been, could not be yearly leſs worth than 10 *s. per annum*, or thereabouts, or the ſaid *C.* did otherwiſe feed the ſame with ſeveral Cattel, for which your Orator ought to have been anſwered and paid 2 *s. per* pound, according to the yearly value of the ſaid Cloſe, or have been otherwiſe ſatisfied for the Tythes thereof, during the ſaid Term; and farther the ſaid *C.* during all the ſaid time, hath had, held and occupied within the ſaid Pariſh and Tythable places of the ſame, ſeveral Orchards, Gardens and Yards, in which not only Graſs, but Apples, Pears, and ſeveral other Fruit and Tythable things, have yearly grown and been renewed, during the ſaid term to a conſiderable value, the Tythes whereof yearly payable unto your Orator, during the time, amounted not un-

to leſs than 10 *s. per annum*, yearly; and the ſaid *C.* hath farther had and kept within the ſaid Pariſh yearly, during the ſaid term, diverſe Sows which have had Pigs, divers Geeſe, Turkies, Ducks, Hens and other Poultry which have laid Eggs, the Tythes whereof have been during that time yearly worth three or four ſhillings or more, and ſeveral other things for which, or the product thereof your Orator ought yearly during the ſaid term to have had Tythes in kind, or ſome conſideration for the ſame: And your Orator doth farther ſhew, that the ſaid *C.* during the time aforeſaid, hath had, held and occupied, ſeveral other Lands and Tenements within the ſaid Pariſh, for which time out of mind of Man there is or ought yearly to be paid unto the Rector of the Pariſh for the time being, one Hen and two pence half-penny in Mony, on the Eve of the Feaſt of the Nativity of our Lord, for and in lieu of all Tythes, for the ſaid Lands and Tenements, and in caſe the ſame be not duly then paid, then the Sum of ten pence is to be paid for the ſame, or ſome ſuch like Cuſtom called the *Lorks*, hath been there time out of mind uſed for the ſaid other Lands and Tenements; and your Orator doth farther ſhew, That the ſaid *C.* from the Feaſt of St. *Michael* the Archangel, which was in the year of our Lord, 1688. unto the full end and term of one whole year thence next enſuing, did hold and occupy within the ſaid Pariſh certain other Lands, Meadows,

dows and Paſtures, of the value of 20 *l.* *per annum*, or upwards, the Tythe-Hay and Herbage thereof, had the ſame been duly anſwered to your Orator, was yearly worth forty ſhillings to your Orator and upwards: And your Orator doth farther ſhew, That the ſaid *C.* during the time aforeſaid hath not paid or anſwered to your Orator, any Tythes, Offerings, Cuſtoms, Modus or Duties whatſoever, for or in lieu thereof, or of any the ſaid Premiſſes, but doth refuſe to do the ſame, and doth endeavour to conceal the ſame from your Orator, and what Lands he holdeth in the ſaid Pariſh, and what profits he hath yearly had or made of the ſame, and what quantity of Graſs or Hay he hath had, made or cut, or what Cattel or Sheep he hath had or fed of or upon the ſaid Premiſſes reſpectively, during the ſaid times reſpectively, and what Fruit, Eggs, Poultry, Sows, Pigs, or other things Tythable, he hath for the ſaid reſpective times aforeſaid, had or kept upon any part of the ſaid Premiſſes, and what Tythes have been due and payable for the ſame unto your Orator, during the ſaid reſpective time and times. In tender conſideration whereof, and for that your Orator hath not any Witneſs or Witneſſes whereby in a due courſe of Law to prove the ſaid Premiſſes, and what hath yearly grown, come or been renewed upon the ſaid Premiſſes, or any part thereof, or what the ſaid Tythes due unto your ſaid Orator did

or might yearly amount unto, but the ſame remaineth ſolely in the knowledge of the ſaid *C.* To the intent therefore that the ſaid *C.* may upon his Corporal Oath true and diſtinct Anſwer make to all and ſingular the Premiſſes, as if the ſame were herein again particularly repeated and interrogated, and more eſpecially may ſet forth what Lands and Tenements, Meadows, Paſtures, Orchards, Gardens or Yards he hath had, held, occupied or enjoyed within the ſaid Pariſh or Tythable places of *D.* aforeſaid, during the time aforeſaid, and of what yearly value, and what quantities of Graſs or Hay he hath, during the time aforeſaid, or any part thereof cut, or cauſed to be cut or carried away, and what was the value thereof, and what Tythe was due for the ſame, or for the Herbage or Feeding of the ſaid Premiſſes, or for any part thereof; or for any Hens, Eggs, Poultry, Sows, Pigs, or other things whatſoever, had, kept, ariſing, renewing or growing upon the ſaid Premiſſes, or any part thereof, or with Offerings, or any other Dues, Duties, or Cuſtoms, or Modus for and in lieu of Tythes which had been at any time paid or ought to be paid for the ſame, or any part thereof, and when and where he hath paid the ſame, And that the ſaid *C.* may pay and anſwer unto your Orator all ſuch Tythes, Cuſtoms, Dues, Duties and Modus, as during the reſpective times and terms, or any part thereof are due and coming unto your Orator, and

may

may for the future continue paying the ſame, as the ſame ſhall grow due and payable; And that your Orator may be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience, May it pleaſe your Lordſhips, the Premiſſes conſidered, to grant unto your Orator their Majeſties moſt gracious Writ of Subpena to be directed to the ſaid *John L.* thereby commanding him at a certain day and under a certain pain therein to be limited perſonally to be and appear before your Lordſhips in this Honourable Court, then and there to Anſwer all and ſingular the Premiſſes, and farther to ſtand to and abide ſuch Order, Direction and Decree in the Premiſſes, as to your Lordſhips ſhall ſeem meet, And your Orator ſhall ever pray, *&c.*

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Dowager Stawel, *with divers Perſons of ſeveral and diſtinct Intereſts, after her Lord's deceaſe concerning her Marriage Portion; with the Company of Stationer's Bill againſt a Notorious Land Pirate of their Copies, are not the leaſt worthy of Note and Conſideration. Beſides the Bill to Superſede a Commiſſion granted againſt One upon the Statutes againſt Bankrupts, who is not within the true meaning of any of thoſe Statutes; as alſo the Exceptions to a Decree, made on an Inquiſition mentioned therein, taken by Commiſſioners, purſuant to the Statute of* 43 Eliz. *concerning Charitable Uſes, may be very well eſteemed of the like Curioſity, as being wholly new to the Preſs, and worthy of the Reader's Obſervation and particular Remarks; as are alſo, the*

other

other Exceptions made to the ſeveral Particular Anſwers in this Collection, upon great Advice, and Deliberation, and profound Judgment and Skill in the Practice of this Court.

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THE INTRODUCTION.

SECT. I.

Of the Original, and Antiquity of the Court of Chancery.

THE *Kings of* England *have*, ab Origine, *inſtituted two diſtinct kinds of Judicatures within this Realm, for deciding Controverſies between their Subjects; One of* Juſtice, *wherein the ſtrict Letter of the Law is obſerved, and the Other of Equity whereby the Rigour of the Law is qualified.*

The later of theſe, being the Court *of* Chancery, *ſome have been of Opinion was not Originally intended to take Cogniſance of Matters of Equity, but only to Seal and*

Inroll the Kings Patents and Commiſſions, and to Iſſue out in his Name (He being the Fountain of Juſtice) Writs Remedial to his Subjects, for the Recovery of ſome Eſtate Real or Perſonal, or for the Remedy of ſome Grievance; But that afterwards to mitigate the Severity of the Common Law, it was thought neceſſary to add thereunto a Power to determine Cauſes according to Equity and good Conſcience.

The Civilians do labour to prove, that this Court had its Original from them; alledging for Argument, that the Chancery muſt neceſſarily be the moſt Ancient Court of this Realm, becauſe from thence all Original Writs and Commiſſions do come upon which the Courts of Common Law do ground their Proceedings: This Court therefore (ſay they) in Time, and Nature was the firſt, and could not have its Riſe, or receive Influence from any other Court of Law within this Kingdom, but from ſome other Court elſewhere, of greater Antiquity than the Common Law within this Realm. Beſides (continue they) Cancellarius *and* Cancellaria *are Latin words that are found to have been uſed in the Civil Law, before the Common Law of* England *had its being;* Cancellarius *then ſignifying ſuch an* Aſſiſtant *to the* Sovereign Prince, *as for his Wiſdom and Knowledge*

ledge in the Laws was joined unto him; and was ſo called becauſe he did ſit intra eoſdem Cancellos cum Principe, *and in his ſtead.*

But yet we read not this word Cancellarius *in the ancient Times of the Civil Law that was practiſed whilſt their Commonwealth ſtood uninvaded by* Perpetual Dictators, *and* Emperors; *nor till about three or four hundred years after, about which times, and before, this Realm being wholly under the* Roman Dominion, *(as the greateſt part of the then known World alſo was) no doubt, their Language, but eſpecially their Laws, were here received.*

And we read that Trebacius, *a Civilian of great Antiquity, often quoted in the* Pandects, *who lived in the Time of* Julius Cæſar, *(above forty years before Chriſt) did inhabit for ſome time in this Iſland of* Britaign. *And ſo did afterwards the very Oracle of the Law,* Emilius Paulus Papinianus, *who profeſſed the Civil Law, and kept his* Tribunal Seat *of* Prætorſhip *at the City of* York.

Sir John Forteſcue, *Knight, in the Reign of King* Henry *the Sixth, Inſtructing Prince* Henry *in the knowledge of the Laws of this Kingdom, ſaith,* That in all the Times of thoſe ſeveral Nations that

Reigned here, *viz.* the *Romans*, *Saxons*, *Danes* and *Normans*, this Realm was ſtill Ruled with the ſame Cuſtoms it is now Governed withall. Neither are the *Roman* Civil Laws by ſo long Continuance of Ancient Times, confirmed; nor yet the Laws of the *Venetians*, which above all other, are reported to be of moſt Antiquity, foraſmuch as their Iſland in the beginning of the *Britons* was not then Inhabited, as *Rome* then alſo unbuilt; Neither the Laws of any *Paynim* Nation in the World, are of ſo Old and Ancient years. *Mulcaſter*'s Tranſlation of Sir *John Forteſcue*'s Treatiſe *de laudibus Legum Angliæ.*

To the ſame effect Sir Ed. Coke *expreſſeth himſelf in the ſeveral Preſaces to his* 3d. 6th. 8th. *and* 9th. *Books of Reports; in which laſt he citeth the moſt Ancient Treatiſes of the Laws and Uſages of this Kingdom, whereby it had been Governed above* 1100 *years paſt, beginning with the* Diverſity of Courts, *and particularly the Court of* Chancery; *wherein he ſaith,* That it was Ordained, that every one upon Complaint ſhould have out of the King's Court of Chancery a Writ Remedial, without any difficulty, *&c.*

In the time of King Alfred *there was no Writ of Grace, but all Writs were* Re-

Remedial, as of Duty, by virtue of an Oath, &c.

The Writs of Grace are Subpena, Cerciorari, *&c.*

All the Judges of England, 9 Ed. 4. *did unanimouſly Affirm, that the Court of* Chancery *was the King's Court, and had been time out of mind, ſo that it was impoſſible to Trace its Original.*

And Sir Ed. Coke *in the Preface to his third Book of Reports,* fol. 2. b. *proveth out of the Caſe in* 26 Aſſ. pl. 24 *That the Court of* Chancery *hath been beyond Time of Memory.*

And Egerton, *Lord Chancellor, in his Argument in the Caſe of* Poſt Nati, fol. 39. *calleth the* Chancery Officina Juſtitiæ & Æquitatis, *where all Original Writs (which in ancient Times were the grounds of all Suits) were deviſed and framed.*

Sect. 2. Of the Lord Chancellor, or Lord Keeper of the Great Seal of *England*, his Precedency, Office and Power.

THE Lord Chancellor hath no Commiſſion by Letters Patents, nor is he Created by Writ, as all other Judges; but receives his Authority only by the Delivery unto him of the Great Seal of England *by the King himſelf.*

When he hath received the Seal from the King, there is an Entry made, upon a Close Roll in the Court of Chancery, what day, and in whose presence the Great Seal was delivered; and other Grant or Patent for that Office there ought not to be, for that the Person to whom the Office is committed hath the keeping of the Great Seal in his own hand, Cambden 180.

The Lord Chancellor holdeth his Office but at will, durante beneplacito Regis, *Co. lib.* 8. *fol.* 99 *b.*

The Lord Chancellor of England *is called* Custos Magni Sigilli *by the Statute of* 7 Rich. 2. ca. *and by* 5 Eliz. cap. 18. *it is declared, That the Lord Chancellor and the Lord Keeper of the Great Seal have one Power.*

And by the Statute of 30 H. 8. cap. 10. *It is Ordained and Enacted, That the Lord Chancellor, being of the Degree of a Baron of the Parliament, or above, shall sit, and be placed on the left side of the Parliament Chamber, on the higher part of the Form of the same side, above all Dukes (except only such as shall happen to be the King's Son, the King's Brother, the King's Uncle, the King's Nephew or Sisters Son) And if any Person which hereafter shall happen to have the said Office of Lord Chancellor, be under the Degree of a Baron,*

Baron, by reaſon whereof he can have no Intereſt to give any Voice, in ſuch Caſe he ſhall ſit, and be placed at the uppermoſt part of the Sacks, in the midſt of the Parliament Chamber.

To the Chancellor appertaineth the Conſtituting of Juſtices of the Peace, and Quorum *by Commiſſion throughout* England, *ſaith Mr.* Lambert *in his Treatiſe of the Office of a Juſtice of Peace,* lib. 1. cap. 5.

By the Statute of 3 Ed. 6. cap. 1. *The Lord Chancellor was wholly reſtored to his ancient Authority in naming the* Cuſtos Rotulorum.

And Forteſcue *in his Treatiſe* de Laudibus Legum Angliæ, *ſpeaking of the Creation of a Judge, ſaith, That, as often as any place of Judicature is void, the King uſeth to chooſe one of the Serjeants at Law, and him by his Letters Patents to Ordain a Juſtice in that Place; and then the Lord Chancellor of* England *ſhall enter into the Court, where the Juſtice is ſo lacking, bringing with him thoſe Letters Patents, and ſitting in the midſt of the Juſtices, cauſeth the Serjeant ſo elect to be brought in, to whom in the open Court he notifieth the King's Pleaſure, touching the Office of the Juſtice then void, and cauſeth the aforeſaid Letters Patents to be openly read. Which done, the Maſter of the Rolls*

ſhall read before the ſame Elect Perſon the Oath that he ſhall take, which, when he hath ſworn upon the Holy Evangeliſts, the Lord Chancellor ſhall deliver unto him the King's Letters aforeſaid, and the Lord Chief Juſtice of the Court ſhall aſſign unto him a Place in the ſame, where he ſhall then place him, and that Place ſhall he afterwards keep. Mulcaſter's *Tranſlation of* Forreſcue, cap. 51.

Cambden *in his* Britannia, fol. 180. *ſpeaking of the Antiquity and Grandeur of this Court, and the Authority of this Great Officer, citeth the Teſtimony of an Eminent Author who lived in the Reign of* Henry *the Second, in theſe words,* The Dignity of the Lord Chancellor of *England* is this, He is reputed the Second Perſon in the Kingdom, and next unto the King; with the one ſide of the King's Seal (whereof by his Office he hath the keeping) he may ſign his own Injunctions; Diſpoſe and Order the King's Chaplains, as he pleaſeth; receive and keep all Archbiſhopricks, Biſhopricks and Baronies void, and fallen into the King's Hands; Be preſent at all the Kings Counſels, and repair thither uncalled; alſo to ſee that all Writs, Patents and Commiſſions be Sealed by his Clerk who carrieth the King's Seal; and that all things, con-

oncerning the Court of Chancery, be irected, and diſpoſed according to his dvice.

The Lord Chancellor of England *by the tatute of* 22 H. 8. cap. 13. *may have* ree *Chaplains, whereof every one may urchaſe Licenſe or Diſpenſation; and re-ive, have and keep two Benefices with ure of Souls.*

To the Chancellors Office, in proceſs of me, great Dignity and Authority have een added by divers Acts of Parliament. lſo by the Common Law the Lord Chan-llor is acknowledged to have two kinds of ower in him, viz. *the one* Ordinary, *and he other* Abſolute, Stamf. Prærog. cap. 20. ol. 65.

The Lord Chancellor may hold Plea as ell Extra Terminum, *as* Infra, *in Mat-rs concerning the one Juriſdiction, as the her,* F. n. b. 261, a. Brook Tit. Juriſ-iction, 116.

If the Adjournment of the Term be, t the Court of Chancery ſhall not be there-y adjourned, becauſe the Court of Chan-ry is always open, 4 Ed. 4. 21. *For a an may have Proceſs out of this Court at y time,* Cromp. *Juriſd. of Courts,* fol. 42.

Sect.

Sect. 3. Of the Master of the Rolls, and the rest of the Masters of Chancery.

THE *Master of the Rolls is one of the twelve Masters of the Chancery, and the chiefest of them; for by the Statute of* 21 H. 8. cap. 13. *there ought to be twelve Masters of the Chancery.*

The Master of the Rolls is stiled in his Patent thus —— Clericus Parvæ Bagæ Custos Rotulorum, & Custos Domus Conversorum Judæorum; *which House so called, because the Jews in Ancient Times, as they were any of them brought to Christianity, they were bestowed in this House separately from the rest of that Nation in* London. *And this House, with its Appurtenances, was designed by Edward the Third for the keeping of the Rolls or Records of the Chancery; and therefore at this day it is called the Rolls* Cambdens Britannia, fol. 428.

He is called Clerk of the Rolls, And 12 Ric. 2. cap. 2. *and in* Forteſcue, ca. 24. *and by no Statute Master of the Rolls until* 11 H. 7. cap. 18. *And yet in the fifteenth Chapter of the same year, he is called* Clerk, *and as a Clerk he taketh his Oath in open Court; the form whereof was made by Parliament,* Anno 18 Ed. 3. *as followeth*

Yo

You ſhall ſwear, That well and faithfully you ſhall ſerve our Sovereign Lord the King, and all his People, in the Office of Clerk of the Chancery to which you are intitled; You ſhall not aſſent, nor procure to be done any Fraud to any Mans wrong, nor any thing that toucheth the keeping of the Seal; And you ſhall lawfully conceal in Things that touch the King, when you ſhall be thereunto required, and the Counſel you know touching him you ſhall conceal, and if you know of the Kings Diſherison, perpetual, damage or fraud to be done upon things which touch the Seal, you ſhall put your lawful Power to redreſs and amend the ſame; and if you cannot do the ſame, then you ſhall certifie the Chancellor, or others, which may do the ſame to be amended to your intent. *And for the Clerks of Courſe ſhall be added.* And you ſhall not bring, nor to your knowledge ſuffer to be brought any Writs, which you make out of the Court, not ſealed, thereof to do Execution; Nor ſhall record any Attorney by Writ, or without ſpecial Licenſe, if you have not lawfully examined the Party and Attorney in proper Perſon. Neither ſhall deliver any Writ, which ſhall be of Commandment, to the Examiners, nor to the Seal,

Seal, before that the ſame Writ be ſeny, to you by the Commander which thereu hath Power, unleſs it be to the Cha cellor, or to one of the Maſters whi commanded you to make the Writ; a all the Writs which you ſhall make yo ſhall deliver them to the Examiners b your own hand, or by your Compani which is ſworn to the King, if you yo ſelf be out of the Court, becauſe of ſic neſs, or other neceſſary Cauſe, ſo th you cannot do the ſame; and that Writ written of another mans hand b delivered to the Examiners under yo name as yours, nor no name ſhall y put upon your Writs but your own, God you help.

Sir Edw. Coke *in the Preface to his Third Book of Reports*, fol. 5. *ſaith*, he cannot conceive, that the Maſter the Rolls hath a lawful Claim to be Judge in the Chancery, in the abſence the Lord Chancellor, or Lord Keep who is the only Judge of that Court; by what Authority the Maſter of the Ro doth ſit, and Determine Cauſes in t Chappel of the Rolls, as then of late yea had been uſed; unleſs he be Authoriſ thereunto by Special Commiſſion und the Great Seal. But much leſs may a other of the Maſters pretend any Auth

rity

be ſenty, as Judges, in that High Court, with-
thereout like Special Commiſſion. But the
Chaſt Preſident and Inſtitution thereof
whi as brought in by Cardinal *Woolſey*,
it; an hen he was Lord Chancellor of *Eng-*
ke yo *nd*, *Anno* 29 H. 8.

ers b *Some are of Opinion, that the Maſter of*
panio *e Rolls is a general Conſervator of the*
u you *eace by his Office; but he maketh out*
of ſic *roceſs, and taketh Recogniſances thereup-*
ſo tha *not by any Power incident to his Office,*
hat n *t by Preſcription*, Lamberts *Juſtice*, fol.
and h.

er you *The Maſter of the Rolls hath been for a*
all yo *ng time ranked among the greateſt Officers*
own, *d Magiſtrates of the Realm, as appears*
the Statute of 12 Ric. 2. cap. 2. *Where-*
to by it is Enacted, that the Chancellor,
h, Th *reaſurer and Keeper of the Privy Seal,*
after *e Steward of the King's Houſe, the*
o be *ing's Chamberlain, the Clerk of the Rolls,*
ence *e Juſtices of both Benches, the Barons*
Keepe *the Exchequer, and others that ſhould*
rt; *e called to the Naming of Juſtices of the*
e Ro *eace, Sheriffs, Eſcheators, Cuſtomers,*
in t *omptrollers and other Officers, ſhould be*
e yea *worn to do the ſame faithfully, and with-*
horiſ *t affection.*

und *It appears by a Proviſo in the Statute*
ay an *f* 14 H. 8. cap. 8. *That the Maſter of the*
Auth *Rolls hath the giving, and Diſpoſing of*
rit *the*

the Offices of the Six Clerks in Chancery. But in the Statute made in the fifth and sixth years of the Reign of Edward the *Sixth*, chap. 16. *Intitled*, An Act against Buying and Selling of Offices, *there is a* Saving, Proviſo, *or* Exception *for the Maſter of the Rolls his giving or beſtowing the ſaid Offices of the Six Clerks*, C. 3 part fol. 82. in fine.

But Quære, *if the ſaid Statutes do not extend to Courts of Equity, as it doth to Courts of Juſtice, according to the Courſe of the Common Law; for that it hath been adjudged, That the Regiſter, and all other Officers, and Offices of the Eccleſiaſtical Courts, are out of the Danger and Proviſion of this Statute.*

Maſters of the Chancery.

Bracton *in his Fifth Book, treating of* Exceptions, cap. 17. fol. 413. *Dividing* Writs *into three parts, or Kinds (for the making whereof there were three diſtinct ſorts of Clerks in Chancery) his words are theſe*, Sunt quædam Brevia formata, *viz.* Originalia, vel de Curſu; quædam Judicialia ex eis ſequentia, &c. Quædam Magiſtralia, quæ nec ſunt de Curſu, nec formata, &c.

And Flæta, lib. 2. cap. 12. *ſpeaking of* the Chancellor, *and the* Maſters *in* Chancery *to be his Aſſiſtants, ſaith,* Eſt inter cætera Officium quod dicitur Cancellaria, magnæ Diverſitatis, quod viro provido & diſcreto, &c. debet committi, &c. Cui aſſocientur Clerici honeſti & circumſpecti, Domino Regi jurati, qui in Legibus & Conſuetudinibus Anglicanis Noticiam habeant pleniorem; *and the Writs which they made were called* Brevia Magiſtralia, *becauſe the Clerks which made them were for their knowledge called* Magiſtri Cancellariæ, *Maſters of the Chancery, as thoſe who did write the* (Brevia de Curſu) *Writs of Courſe, were, and yet are called* (Curſiſtarij) *Curſiſters, or Curſiters,* Co. 8 part fol. 49. a.

And theſe Maſters *in* Chancery, *according to the Lord Chancellor* Egerton, *in his Book of the* Poſt Nati fol. 39. *were grave and ancient Clerks, skilful and long experienced in the Courſe, and Practice of the Court, formerly called* Clerici de prima Forma, *and ſince* Magiſtri Cancellariæ.

And Polidore Virgil *in his ninth Book, ſaith, That* William *the Conqueror inſtituted a College, or Society of Clerks in this Court* (*being then the* Officina Juſtitiæ *of the Realm*) *for the making of all manner*

manner of Writs, which iſſued out fr thence ; among whom our Clerici de pri Forma, *now Maſters in Chancery, w without doubt, a principal part of t Congregate Body.*

And Co. 8 part 49. b. *ſaith, It mig be true and probable, that in former tim the Court of Chancery was not furniſh in ſo good Order with Clerks, as aft wards,*

Omnia fert Tempus pariter rapit —

and that within his Memory the Curſite Office had been diſpoſed otherwiſe, than ancient times ; and that there had be ſome other Innovations beſides.

That the ancient Name of Clerici prima Forma *was forgotten, and that f of them had had that Learning in t Laws of* England *as was requiſite; a no wonder, for that for many years pa they had been men of another Profeſſi viz. Clergymen; and therefore there h been alſo a long Diſuſe of thoſe* Brev formata, *and that ſhortly after* Edwa *the Firſt, in whoſe time the Statute* Weſtm. 2. cap. 24. *was made, which daineth, That* quotieſcunque evenerit Cancellaria qd' in uno Caſu reperit Breve, & in conſimili Caſu, cadente ſ

eode

eodem Jure, ſimili indigent Remedio, concordent Clerici de Cancellaria de Brevi faciendo, &c. *By force of which Act the Writ called* Breve de Ingreſſu in Conſimili Caſu *was formed by the Clerks in Chancery, ſaith* Fitzherbert *in his* Natura Brevium, fol. 206. vide Regiſter of Writs, fol. 131, a. & Fitzh. Nat. Brevium, 24, b.

And this defection and failing of Clerks in the knowledge of the Common Laws, and in framing Brevia formata (*continues Sir* Edw. Coke ubi ſupra) *obliged the Judges of other Courts in many things to give allowance to the ancient Forms of Writs, and to force the Parties Plaintiffs to make a Special Count, in Caſes when the Writ doth Warrant the Count in Subſtance,* Co. 8 part fol. 49, b.

As for Example, The Writ of Aſſiſe of Darreign Preſentment was formed in theſe words — Quod Advocatus tempore pacis præſentavit ultimam Perſonam, quæ mortua eſt — *yet nevertheleſs the Plaintiff was allowed to have that Writ, in caſe the Parſon did Reſign, and was alive; and the Writ ſuppoſeth, That the Defendant did Deforce him from his Advowſon, to which his Anceſtor did laſt preſent; whereby he ſuppoſeth, that he is in poſſeſſion of the ſaid Advowſon; and it was allowable,* Fitz. n. b. 31 h.

So, if the Tenant hold by Homage Anceſtrel, and is impleaded, he may have a Writ de Warantia Chartæ *againſt his Lord; and the form of the Writ is* ——Unde Chartam habet, *'though he have no Deed or Writing to ſhew, but only his Tenure by* Homage Anceſtrel, Fitz. n. b. 134. f.

And ſo if Tenements be let to a Man for half a year, or leſs; and the Tenant commit Waſte, the Writ ſhall be ——Quæ tenet ad Terminum Annorum: *But yet he muſt make a Special Declaration upon the Truth of the Matter, and the Count, ſaith* Fitz. n. b. fol. 60, d. *ſhall not abate the Writ.*

The later Name of Maſters of the Chancery, they retain at this day, in regard of their Gravity and Wiſdom. They retain likewiſe their ancient Precedency before all other Clerks, and do ſit upon the Bench with the Lords Chancellors, or Lords Keepers, as well as when they were Cojudices with them in Matters concerning Form, and then they were allowed Robes out of the King's Wardrobe. And now a Recognizance acknowledged before any of them, and certified under his handwriting, is of that Authority, that it is a Matter of Record, and as effectual as if it had been acknowledged in open Court. Likewiſe

wiſe every Defendant in any Bill Exhibited againſt him in this Court, muſt make his anſwer thereunto upon Oath before one of them.

Alſo all Deeds, or Indentures, which are to be inrolled in Chancery, muſt be acknowledged before them, Vide Keilway, fol. 4.

Likewiſe the Lord Chancellor, or Lord Keeper taking advantage of their leiſures and opportunities, do refer Matters depending in this Court, which are ready for Hearing, unto their Examinations, which according to their Certificates, are Decreed accordingly, Vide Co. Præfat. in lib. 4. Relation. fol. 2. a. & Stat. 1 Jac. cap. 10.

The Civilians ſay, That it ought only to belong to them to be Maſters of the Chancery, and Aſſiſtants to the Lord Chancellor, or Lord Keeper; and Complain as of a wrong done to them, that they are not permitted to give their Judgments in this Court, as the Judges of the Common Law do in Courts of Ordinary Juſtice. For (ſay they) the Kings of England *having always from time to time taken care to ſupply the Temporal Courts of this Kingdom, where the Common Law is exerciſed, with ſuch of the Profeſſors thereof, as are moſt Eminent for their Learning, and Knowledge therein; ſo to the Court of Chancery they did alſo uſe to Aſſign the Profeſſors of*

the Civil Law, in reſpect of the many Titles concerning Equity, which they have in their Law Books. For whatſoever is called Jus Prætorium, *or* Jus Edilitium, *by the Civilians in the Titles of their Law Books, is altogether matter of Equity; ſo that they may ſeem beſt able for their skill in thoſe Titles, of which no other Law hath the like, to aſſiſt the Lord Chancellor, or Lord Keeper in matters of Conſcience; who tho he be a Perſon, for the moſt part, choſen, by the King himſelf, out of the reſt of the Judges, and Sages of the Law of this Nation, for his great Learning, Integrity, and other Abilities, ſo that he may be thought, for his great Wiſdom in all things touching that Office, able to Direct himſelf; yet, (becauſe it is* Divinitatis potius quam Humanitatis Omnium veram habere memoriam, & in nullo errare, *as one well Obſerves) it was providently done by Princes of former Ages to join to theſe Perſonages men furniſhed with knowledge in theſe Caſes of Conſcience, Doct.* Ridley *of the Civil Law,* fol. 228.

The Six Clerks in Chancery.

The Six Clerks, next in Degree to the Twelve Maſters in Chancery, are of ancient Continuance; unto whom belongs the Drawing

Drawing of all Patents, Commiſſions, Licenſes, Pardons and Warrants that paſs the Great Seal of England; *for which reaſon they were called* Clerici Scribentes in Rotulis, *as appears by certain Conſtitutions made for Ordering the Court of Chancery,* Anno 12 Ric. 2. *ſince which time the Reputation of their Office hath ſo much increaſed, that they have been ſpecially aſſigned amongſt other Officers to attend at the time of the King's Coronation, as appears by the Records of the Heralds Office.*

They hold their Offices of the Maſter of the Rolls; and although the Six Clerks are themſelves the proper Attorneys of the Court, yet they have many Clerks under them, who do the Buſineſs of the Office, and account to them for the ſame, as the Entring Clerks and Attorneys do to the Prothonotaries of the Courts at Common Law.

Clerk of the Crown.

The Clerk of the Crown in Chancery is an Officer, who by himſelf, or his Deputy, is continually to attend the Lord Chancellor, or Lord Keeper, for ſpecial matters of State; by Commiſſion, or otherwiſe, either immediately from his Majeſty, or by Or-

der from the Privy Counſel, as well ordinary as extraordinary.

He makes all Commiſſions of Lieutenancy, of Juſtices of Aſſiſe, Oyer and Terminer, and of Gaol Delivery, or of the Peace, and ſuch like; with their Writs of Aſſociation, and Dedimus Poteſtatem *for taking of Oathes; alſo all General Pardons which are granted at a Coronation, or in Parliament, where he ſitteth with the Writs for Election of Knights and Burgeſſes, which are returned into his Office.*

He hath alſo the making all Special Pardons, and Writs of Execution upon Statutes Staple, and Bonds forfeited to the Crown, upon the Act of 23 H. 8. cap. 6. *And this was annexed to his Office in the Reign of Queen* Mary, *in conſideration of his continual and chargeable Attendance; both which Writs were before that time commonly made by every Curſitor, and Clerk of this Court.*

Clerk of the Petty-Bag.

The Clerk of the Petty-Bag is alſo an Officer of this Court. In this Office there be three Clerks, of whom the Maſter of the Rolls is their Chief.

Their Office is to make all Patents of Cuſtomers, Gagers, Comptrollers and Al-

negers;

negers; *all* Conge's d'eſlier, *for Biſhops*; *all Liberate's upon Extents of Statutes Staple*; *the Recovery of Recogniſances forfeited, and all Elegits upon them*; *the ſummons of the Nobility, Clergy and Burgeſſes to the Parliament*; *Commiſſions directed to Knights, and others of every Shire for aſſeſſing of Subſidies, and to receive the Monies due to the King for the ſame*; *which you may ſee more fully in the Statutes of* H. 8. cap. 3. *and* 33 H. 8. cap. 22.

Clerk of the Hamper.

The Clerk of the Hamper, or Hanaper *is alſo an Officer of this Court, who is otherwiſe called Warden of the Hamper*; *his Office is to receive all Monies due to the King for the Seals of Charters, Patents, Commiſſions and Writs*; *as alſo Fees due to the Officers for Inrolling and examining the ſame.*

He is obliged to attend the Lord Chancellor, or Lord Keeper every day in Term-time, and at all other times when the Seal is open, having with him Leathern Bags, wherein are put all Writs, &c. *after they are ſealed with the Great Seal*; *which Bags being ſealed up by the Lord Chancellor, or Lord Keeper with his private Seal, are delivered by this Officer to*

the Comptroller of the Hamper to be disposed of by him, as to his Office appertaineth.

The Fees formerly paid into the Hamper for Fines upon Originals in Debt, or for Writs of Entry and Covenant upon any Alienation, were (*according to* Fitzherbert *in his* Natura Brevium, Tit. Disceit, fol. 95, E. *as followeth*; *for every Writ of Debt of the Sum of* 40 l. *and more, to pay for every Writ of* 40 l.——6 s. 8 d. *and and if it be of* 100 *Marks* ——6 s. 8 d. *and so for every* 100 *Marks* ——6 s. 8 d.

Likewise for every Writ of a Plea of Land, which is a Præcipe qd' reddat (*unless it be a Writ of Right Patent*) *where the Land is of the yearly value of five Marks,* 6 s. 8 d. *&c. and so according to that rate.*

But now the Course is, for every Original Writ, in which the Debt or Damages amount to more than 40 l. *to pay a Fine to the Hamper of* 6 s. 8 d. *from* 40 l. *to* 100 *Marks*; *and of* 3 s. 4 d. *from* 100 *Marks to* 100 l. *and so* 6 s. 8 d. *for every* 100 *Marks, and* 10 s. *for every* 100 l. *the Debt, or Damages in such Original Writ shall amount to*; *but unless the Debt, or Damages shall exceed* 40 l. *no Fine is to be paid.*

Note,

Note, *If the Writ be abated, the Plaintiff ſhall have a New Writ for the ſame Fine, which they call a* Finem fecit, *if the firſt Writ be entred,* Bro. Tit. Fine pur Contempt 50.

But the King's Fine for an Aſſiſe is 40 s. Co. 7 part, fol. 1. a.

In 23 H. 8. *one* Grey, *and* Elizabeth *his Wife, being ſeiſed (in right of the ſaid* E.) *of the Mannor of* Empoles *in* Weſt-Hall, *in the County of* Suff. *levied a Fine thereof unto* Nicholas Bohun *and his Heirs, by the name of the Mannor of* Empoles, *and of a great number of Acres of Land, Meadow, &c. according to the common form of Fines: And the ſaid Mannor, and Tenements were valued at* 20 *Marks* per Annum, *ſo that the Fine in the Hamper was* 26 s. 8 d. *which was indorſed upon the Writ of Covenant. And always the Fine pro* Licencia Concordandi (*which is called the King's Silver, or the Poſt Fine*) *is the Fine in the Hamper, and half the ſaid Fine more. As in this Caſe, the Fine in the Hamper was* 26 s. 8 d. *and half that is* 13 s. 4 d. *which in the whole amounts to* 40 s. Co. 5. part, 43, b.

Com-

Comptroller of the Hamper.

The Comptroller is an Officer in t Court *attending daily on the Lord Chan* lor, *or Lord Keeper, in the Term time, a* days *appointed for Sealing.*

His Office is to take all Writs, whatever *elſe ſhall paſs the Seal, from* Clerk *of the Hamper,* (*as before hath b* mentioned *in the deſcription of his Offi* ſealed *up in Leathern Bags; which he ope* and *counts the Number, and takes ſpec* notice *of the Natures, Kinds, Qualities a* Effects *of all things ſo received; and* ters *the ſame in a Book* (*he keeps for t* purpoſe) *together with all Duties belo* ing *to the King, or ſuch Officers as are c* cerned *therein, and then chargeth the Cl* of *the Hamper with the ſame.*

Curſiters.

Although the Clerks before mention called Clerici de prima Forma *have t* Precedency, *yet the Office of Curſiters* accounted *much more ancient; for to th* only *it belongs to make out all Origi* Writs, *which are the Foundation of P* ceedings *at the Common Law,* vide Fit herberts *Preface to his* Natura Breviu

nd the *Preface to the third Part of* Coke's Reports.

These Curſiters are bound by the Duty of their Offices to have knowledge, and skill in the true Forms of Original Writs; for that their Miſtakes ſhall not be accounted Vitia Scriptorum, *or Miſpriſions amendable by the Statute of* 8 H. 6. cap. 12. *Concerning which you may ſee many excellent Caſes and Preſidents in* Co. 8 Part, fol. 59. *and* Finch's *Law*, 53, b.

The Curſiters are in number 24, *and are a Corporation of themſelves; they have allotted unto them ſeverally certain Counties, into which they make out and ſend ſuch Writs Original, and others, as are required of them by the Attorneys of the Courts at Law.*

Examiners.

There are two Examiners in this Court, who (by their Deputies) examine the Parties in any Suit upon Oath, and Witneſſes produced on either ſide; and put their Anſwers and Depoſitions made to Interrogatories in writing: But the Witneſſes, or Parties muſt firſt be ſworn by a Maſter in Chancery.

Ser-

Sergeant at Arms.

The Office of a Sergeant at Arms is attend the Lord Chancellor, or Lord Keep in this Court; he carrieth the Mace befo him whereſoever he goeth, and calls Perſons before his Lord at his Comman ment; there being but two ways to cau Defendants to make their Appearance, come into this Court, viz. *either by th Officer, or Subpena, whereof a Caſe is cite touching this Officer, in* Co. 9 Part, fol. 9 b. *being the* Conſtat *of a Record in Que* Maries *times, the Tenour of which ru thus*; —— Midd. ſſ. Conſtat qd' Dom nus Philippus & Domina Maria, nupe Rex & Regina Angliæ, Soror Domin Reginæ Elizabethæ nunc præclariſſim pro ſe Hæredibus & Succeſſoribus dict Reginæ Mariæ, per eorundem nuper R gis & Reginæ Philippi & Mariæ Litera Patentes ſub Magno Sigillo Angliæ co fectas, geren' Dat' apud Weſtm' 23 d Septembris, Annis eorundem nuper Reg & Reginæ tertio & quarto, Dederunt Conceſſerunt Marco Steward Generoſ Officium *Servientis*, eorundem nuper R gis & Reginæ Philippi & Mariæ, *ad A ma*, attenden' ſuper Cancellarium A gliæ, pro tempore exiſten'; Ac ipſu

Marcu

Marcum Servientem ſuum ad Arma fecerunt, ordinaverunt & conſtituerunt per eaſdem Literas Patentes : Habendum & Gaudendum Officium illud pro termino vitæ ſuæ, *with all Fees thereunto belonging and appertaining*; *and with one certain Fee of* 12 d. per Diem. *And* Wray *Chief Juſtice, and all the Court ſaid,* That forasmuch as the Lord Chancellor of *England*, or Lord Keeper of the Great Seal, is the King's Deputy *durante beneplacito*, therefore the ſervice done by the ſaid Sergeant at Arms to either of them is by Law adjudged to be done to the King himſelf, *Co. 9 Part, fol. 99. a.*

Clerk of the Faculties.

Touching the Clerk of the Faculties, it is provided by the Statute of 25 H. 8. cap. 20. [*Intituled an Act for the Exoneration of the King's Subjects from Exactions and Impoſitions, heretofore paid to the Sy-nod of* Rome ; *and from having Licenſes, and Diſpenſations within this Realm, without ſuing further for the ſame*] *in manner following:* viz. That no manner of Diſpenſations, Licenſes, Faculties, or other Receipts, or Writings hereafter to be granted to any Perſon, or Perſons, by Virtue, or Authority of this Act, by the ſaid

ſaid Arch Biſhop, or his Commiſſ
being of ſuch Importance, that the
for the Expedition thereof at *Rome*
tended to the Sum of 4 *l.* or above,
in any ways be put in Execution till
ſame Licenſe, Diſpenſation, Faculty,
ceipt, or Writing of what Name, or
ture ſoever it be of, be firſt confir
by the King, his Heirs, and Succeſſ
Kings of this Realm of *England*, un
the Great Seal, and Inrolled in the Ch
cery in a Roll by a Clerk to be appo
ed for the ſame purpoſe, &c.

And in the end of the ſame Stat
amongſt the Fees to be taken, and divi
it is ſaid, That if the Tax be under 4
and not under 26 s. 8 d. *the ſame*
ſhall be divided into two parts, whe
one part ſhall be to the King, his H
and Succeſſors, deducting thereout 2 s.
the Clerk *of the* Chancery *for his*
pains, and the other part ſhall be to
ſaid Arch Biſhop, and his Officers. W
other part ſhall be divided into two pa
whereof the Arch Biſhop ſhall have one,
his Commiſſary, or Regiſter ſhall have
other, equally to be divided between th

And if the Tax be under 26 s. 8 d.
not under 20 s. *the ſame ſhall be divi*
into two parts, whereof the King, his H
and Succeſſors ſhall have one part intir
aba

bating two ſhillings thereof for the ſaid lerk *of the* Chancery ; *and the Arch Bi-* op, *and his Officers ſhall have the other* rt, *to be divided into three parts, where-* *the Arch Biſhop to have one part, his* mmiſſary *the ſecond part, and his Regi-* r *the third part.*

And if the Tax be under 20 s. *the ſame* all *be taken to the uſe of the Commiſſary,* e *Clerk of the ſaid Arch Biſhop, and* lerk *of the* Chancery ; *to be equally di-* ided *amongſt them, for their pains and* bour, &c.

Clerk of the Preſentments.

Concerning the Office of the Clerk of the reſentments, *we read, That the Lord* hancellor *of* England *by virtue of his Of-* ce *ſhall preſent to any of the King's Chur-* es, *or Benefices, which are under the* early *value of* 20 *Marks, and be in the* ing's *gift, in Right of the Crown, and* hereof *he is in ſuch manner Patron.*

But if the King have them by any other ollateral *Title, then the Lord Chancellor,* r *Lord Keeper of the Great Seal, ſhall not* ave *thoſe Preſentments, but the King ;* otwithſtanding *ſuch Preſentments muſt paſs* he *Great Seal of* England, Plowd. Com. 28. 38 Ed. 3. 3. Fitz. N. B. 35, k.

But

But it apppears by 22 Ed. 4. 18. 7 *it belongs to the Lord Chancellor,* virt Officij, *to preſent to all the Kings Churc under the yearly value of forty Marks.*

But the Authority of the Lord Chan lor, or Lord Keeper, in this behalf, h been much enlarged by ſpecial Grants, Letters Patents made to ſome of th ſince Mr. Fitzherbert's *time.*

It alſo belongs to the Lord Chancello England, *or Lord Keeper of the Gr Seal, to viſit all Hoſpitals, which ar the King's Foundation, or which were fou ed by any of his Predeceſſors ; as alſo, Free Chappels of the King, or any of Predeceſſors; for no Ordinary ſhall v any of them, for if he doth, a Prohibi lies againſt him at the King's Suit,* F N. B. 42. a.

Clerk of Appeals.

The Clerk of Appeals is an Officer p ſuant to the Statute of 25 H. 8. cap. *By which (amongſt other things) it Enacted,* That for lack of Juſtice at in any of the Courts of the Arch Biſho of this Realm, or in any the King's D minions, it ſhall be lawful to the Pa grieved to appeal to the King's Court Chancery; and that upon every ſu

App

Appeal, a Commiſſion ſhall be directed under the great Seal, to ſuch Perſons as ſhall be named by the King's Highneſs, his Heirs and Succeſſors, even like as in Caſe of an Appeal from the Admiralty Court, to hear and definitively to Determine ſuch Appeals.

Clerk of the Patents.

Clerk of the Patents is an Officer by Order of the Common Law; for though it be not expreſſed in any Statute, that the King's Patents ſhould be Inrolled, yet ſo much is implyed by the Law for the King's Benefit, (as hath been ſaid before in the Title of the Maſter of the Rolls) for his Grants muſt appear by Record, which muſt remain with himſelf in his Cuſtody, that is to ſay, in his Court; and in divers Statutes mention is made of Exemplifications, which could not be made, unleſs the Patents were inrolled, Crompt. Juriſdiction of Courts, Tit. Exchequer, 108.

Of the Priviledge of the Officers and Clerks of the Chancery, and their Attendants.

If the Lord Chancellor or any of his Servants, or a Clerk of the Chancery, or any of his Servants be Arrested upon an Action of Debt, or Treſpaſs, in London, *or elſewhere, and thereupon be ſued in* London *before the Mayor, or Sheriff, there they may have a* Superſedeas *out of the Chancery, directed to the ſaid Mayor, &c. to ſurceaſe, and to acquaint the Party Plaintiff, that he may ſue the Defendant in Chancery, if he think it expedient. For the Forms of the Writs of Priviledge for the Clerks of this Court, ſee the* firſt Part *of this* Collection, fol. 105, *and* 109. *By the former of which* fol. 107. *it appears that this Cuſtom and Priviledge was confirmed by Authority of Parliament*, Anno 18 Ed. 3.

If any Officer or Clerk of this Court be Arreſted in London, *or other Place, he ſhall have a Writ of Priviledge, with an abſolute* Superſedeas *in it, Commanding the Plaintiff* Qd' ſequatur in Curia ubi, &c. ſi voluerit, *where he may have his Remedy of Suit as well as elſewhere; in which no* Procedendo *ſhall be awarded to an In-*

ferior

ferior Court: But otherwiſe it is where the Party Arreſted had Priviledge by reaſon of a Suit depending in a Superior Court for him, or againſt him, and that is the only Cauſe of his Priviledge; per omnes Juſtic' Dyer 287. 31 H. 6. 13.

One of the Clerks of the Chancery was ſued in the Court of Common Pleas in an Action of Debt, and Proceſs continued until the Exigent; *and the Defendant, who was the Clerk, did ſue out a Superſedeas* quia improvide, *directed to the Sheriff*; *and afterwards he brought his Writ of Priviledge, directed to the Juſtices there, reciting his Priviledge in the Court of Chancery, and required the Juſtices to ſurceaſe*; *and it was well Debated, whether he ſhould have his Priviledge or not*; *and at laſt the Priviledge was diſallowed, and the Chancery Clerk forced to anſwer*; *for the Court was lawfully ſeiſed of the Plea by the Act of the Defendant himſelf, for in as much as he did ſue out the Superſedeas* quia improvide, *he did affirm the Juriſdiction of the Court*; *for every Superſedeas* quia improvide *reciteth an appearance in Court of the Defendant, by his Attorney, and ſhews his name, whereby it appears to be meerly his own Fault.*

But if the Defendant had not ſued out the Superſedeas to the Exigent, notwithſtand-

ſtanding the Exigent had gone forth, yet his Priviledge had been allowed; and thereupon divers Precedents were produced by the Court.

And it was then ſaid, That after the Writ *of* Priviledge *comes to the Juſtices, They ought to make to the Sheriff a* Special Superſedeas *to the* Outlawry, *reciting the* Writ *of* Priviledge. *The Tenour of which Writs of Priviledge, and Superſedeas, with the entry thereof, are as followeth.*

Elizabetha Regina, &c. Vic' B. ſalutem Cum nuper tibi per Breve noſtrum Preceperimus qd' Exigi faceres W. H. nuper de, &c. de Com' in Com' quouſque ſecundum Legem & Conſuetudinem Regni noſtri Angliæ Utlagaretur ſi non comp'uerit Et ſi comp'uerit qd' eum Capias Et ſalvo Cuſtodiri facias Ita qd' eum habeas coram Juſticiarijs noſtris apud Weſtm' (tali Retorn') ad Reſpondend' C. N. de placito Quare vi & armis Clauſum ipſius C. apud A. fregit & alia Enormia ei intulit, ad grave dampnum ipſius C. Et contra Pacem noſtram Ac idem W. ven' in Cur' noſtra Et protulit Juſticiarijs noſtris apud Weſtm' quoddam Breve de Privileg' è Cur' Cancellar' noſtre emanan' eiſdem Juſticiarijs noſtris direct' de ſuperſedend' in predicto Placito verſus eundem W. Et ideo Tibi precipimus qd' de

de prefat' W. ulterius Exigend' Utlagand' Capiend' ſeu in aliquo Moleſtand' occaſione premiſſa Superſedeas omnino Periculo incumbente Dicens prefat' C. qd' ſit coram Juſticiarijs noſtris apud Weſtmonaſterium ad præfatum Terminum Oſtenſurus ſi quid pro ſe habeat vel dicere ſciat Quare predictus W. Privilegijs Curiæ Cancellariæ noſtræ in eodem Placito gaudere non debeat ſi ſibi viderit expediri Et qualiter hoc Præceptum noſtrum fueris execut' Conſtare facias Juſticiarijs noſtris apud Weſtmonaſterium ad præfatum Terminum Et habeas ibi hoc Breve Teſte Johanne Dyer, &c.

The Entry of which Writ is as followeth.

Domina Regina Mandavit Juſticiarijs ſuis hic Breve ſuum Clauſum in hæc verba Elizabetha Dei Gratia Angliæ Scotiæ Franciæ & Hiberniæ Regina Fidei Defenſor, &c. Vicecomiti B. ſalutem Cum nuper Tibi Præceperimus qd' Exigi faceres W. H. de Comitatu in Comitatum quouſque ſecundum Legem & Conſuetudinem Regni noſtri Angliæ Utlagaretur ſi non Comperuerit Et ſi Comperuerit tunc eum Caperes & ſalvo Cuſtodiri faceres Ita qd' haberes Corpus ejus coram Juſticiarijs noſtris apud Weſtmonaſterium (tali Retorn') ad reſpondendum C. N. de placito

cito Quare vi & armis Clauſum ipſius C. apud B. fregit Et alia Enormia ei intulit ad grave Dampnum ipſius C. & contra Pacem noſtram. Cujus quidem Brevis prætextu Scrutatis Rotulis & alijs Memorandis in Curia Dominæ Reginæ hic reſidentibus ſatis Conſtat de Recordo Qd' antequam prædictum Breve de Superſedendo deliberatum fuit Juſticiarijs hic prædictus W. poſitus fuit in Exigendo in Comitatu H. ad ſatisfaciendum J. M. de quodam placito debiti ſuper demandam decem Librarum ad Utlagandum Quod quidem Breve de Exigendo coram Juſticiarijs hic in Craſtino animarum proxime futuro retornabile exiſtit Super quo prædictus W. pro Indempnitate ſua petit Breve Dominæ Reginæ Vicecomiti H. dirigendum de ſuperſedendo Executionem prædicti Brevis de Exigendo Ita qd' prædictus C. ad diem illum oſtendere poſſit ſi quid, &c. Quare prædictus W. Privilegia Curiæ Cancellariæ Dominæ Reginæ juxta formam & effectum Brevis prædicti habere non debeat ſi, &c. Et ei Conceditur retornabile hic ad præfatum Terminum, &c. Idem dies datus eſt præfato W. hic, &c.

Obſerve here by the Precedents above inſerted, That one W.H. *a Clerk in Chancery was ſued in the Common Pleas in an Acti-*

on

on of *Treſpaſs* Quare Clauſum fregit *at the ſuit of* N. C. *and that Proceſs was continued to the Exigent, which was taken out and directed to the Sheriff of B. Whereupon the ſaid* W. *brings his Writ of Priviledge abovementioned out of the Court of Chancery, directed to the ſaid Sheriff of B. Reciting the ſaid Exigent, and Commanding the ſaid Sheriff to ſeperſede the ſame, at his Peril, and to give notice to the Plaintiff that he be before the Juſtices of the Common Pleas at* Weſtminſter, *at the Return of the Exigent, to ſhew Cauſe, if he can, why the ſaid* W. *ought not to enjoy the Priviledges of the Court of Chancery, if the Plaintiff ſhall think it expedient for him ſo to do; and that the Sheriff (at the ſame Return) give an account to the ſaid Juſtices in what manner he had Executed the ſaid Writ.*

By pretext of which Writ ſearch being made amongſt the Records of the Common Pleas, it appeared to the ſaid Court, That before the ſaid Writ of Superſedeas was delivered to the Juſtices there, the aforeſaid W. *was ſued to the Exigent in the County of* H. *upon a* Cap' ad Satisfaciend' *for a Debt of* 10 l. *upon demand in order to be Outlaw'd; Which Writ was retornable in* Craſtino Animarum *next coming before the Juſtices of the ſaid Court of Common*

Pleas, whereupon the ſaid W. *for his indemnity prayed the Queens Writ directed to the Sheriff of* H. *to ſuperſede the Execution of the aforeſaid Writ of Exigent, that the ſaid* C. *may ſhew Cauſe, if he can why the ſaid* W. *ought not to enjoy the Priviledges of the Court of Chancery, according to the effect of the aforeſaid Writ; and it was granted unto him, &c.* Vide Dy. 33, b. Et Nota Diverſitatem.

In the Exchequer, Illingworth *Chief Baron rehearſed to the Juſtices, That* Tho. Young *Juſtice, brought a Bill in the Exchequer againſt the Clerk of the Hamper in the Chancery, upon an Account due from him to the King; to which Bill the ſaid Clerk of the Hamper did imparl the laſt Term, until this Term, and this Term his Superſedeas was ſent to us, Reciting that he was a Clerk of the Chancery, and ought not to be ſued elſewhere, but in that Court, commanding us to ſurceaſe, &c.*

And the Chief Baron asked the ſaid Juſtices, if the ſaid Superſedeas were allowable, in as much as he hath affirmed the Juriſdiction, &c.

And it was held by all the Juſtices without queſtion, That when the Clerk of the Hamper did Imparl, and the Court was ſeiſed of the Plea, he could never after diſaffirm the ſame; for all Courts are the

Kings

Kings, and have had their Original, and Antiquity from Time whereof Memory of Man is not to the contrary, forasmuch as no man can say which of them is the most ancient; meaning the Superiour Courts at Westminster.

Also they were clearly of Opinion, That if the Clerk of the Hamper had not Imparled, yet his Supersedeas should not be allowed, for that every Accomptant ought to be Attendant, and present in the Court of Exchequer; and where he is present, there it is convenient for him to be sued.

Moreover, it is for the King's advantage that he be sued in the Exchequer, for if he should be compelled to answer elsewhere, then he could not attend here.

Likewise, an Accomptant here may have a Bill against his Debtor to hasten the King's present payment.

Also if an Accomptant in the Exchequer should be sued in the Common Pleas, he may have a Supersedeas to the Justices of that Court to cause them to surcease, &c.

Or, if such Accomptant be impleaded in the Court of King's Bench, the Barons of the Exchequer must shew the Record, that he is accountable there, &c. For they may not make a Supersedeas to the King, for that Court is holden coram Rege, &c. and thereupon

thereupon he ſhould be diſmiſſed, for y Gr
ought to be ſued in the Exchequer. t an

And Fairfax *ſaid, that this Suit* arty
Juſtice Young *is as Aſſignee of the King* the
his Patent, to receive this Mony of ce of
Clerk of the Hamper here upon his Accou it
and as no Superſedeas lies againſt the Ki Tr
neither doth it lie againſt the Kings ce
ſignee, &c. not

And Juſtice Young *himſelf ſaid, W* Pow
if the Lord Chancellor will Command y,
upon a Penalty, that I ſhould not ſue ſt H
Clerk of the Hamper? To which Juſ mmo
Billing *anſwered, You are not bound to o* Pow
it, for ſuch Commandment is againſt La hin
9 Ed. 4. 53. tur,

If a neceſſary Officer, ſuch as the Co her
of Chancery cannot be without, as Regiſ ance
Maſter of the Chancery, or ſuch like, be But
Priſon, the Chancellor may inlarge hi imp
but if an Officer be in Execution *for De* eas,
or Damages, he ſhall have no Privile urt
for then the Plaintiff would be with e A
Remedy, if ſuch Officer were once at lar ve
Vide 2 E. 4. 8. *and* Cromptons Juriſdi *If*
of Courts, fol. 48, b. ourt

Note, That the Profits of the Office Vife;
longing to an Officer of this Court, ſhall ave
be Extended upon any Statute, or ſuch lik the
for that a man ſhall never have any th ut t
extended upon any Execution, unleſs 5 H.

, for y Grant and Aſſign over the ſame thing;
t an Office cannot be Granted, becauſe the
Suit arty that is the Officer is but a Servant
e King the Court, to do the Buſineſs and Ser-
ny of ce of the Court, and not his own Buſineſs;
Accou it is alſo an Office of Truſt, which is
the Ki Transferrable to a Stranger, as the
ings ce to be Carver at my Table, which
not be aſſigned over, Dyer fo. 7, b.
id, W Powel, Clerk of the Crown in Chan-
nand ry, and his Wife, as Executrix of her
ſue ſt Husband, were ſued in the Court of
h Juſ mmon Pleas in an Action of Debt.
d to o Powel brought his Writ of Priviledge
inſt L himſelf and his Wife; Sed non Allo-
tur, for ſhe is not impleadable there, nor
he Co her Attendance required in the Court of
Regiſ ancery.
ike, be But it is otherwiſe, where the Husband
ge hi impleaded alone in the Court of Common
for De eas, and he coming with his Wife into
ivile urt to defend his Suit, and both of them
with e Arreſted, in that Caſe they ſhall both
at lar ve Priviledge, Dyer 377.
uriſdi If the Husband hath Priviledge in the
urt of Chancery, it will not ſerve for his
Office ife; and yet a Servant of a Servant ſhall
ſhall ave Priviledge: As a Servant immediate
ch lik the Lord Chancellor, or Lord Keeper.
y thi ut the Wife is not properly a Servant,
nleſs 5 H. 6. 3, 4.

It

*It is a Common Case in our Law Bo*bt br
*That in an Action of Debt brought aga*dged i
*two, where one of them only hath cau*e Offic
Priviledge, his Priviledge now shall ainst a
*be allowed unto him. For where the C*urt, f
mon Law, and a Private Custom, or e Caus
viledge do meet together, there the Com deter
Law shall be preferred, 9 Ed. 4. 4, b.o, all

And Note, that if a Priviledged Perso Try t
this Court will untruly surmise, that one, in a
is impleaded in another Court, is his Bill,
*vant, and thereupon procure for him a W*t of t
of Priviledge to supersede the Action, dant,
his Servant, whereby the Plaintiff in e sup
Court is delaid, an Action of the Case will npsit
for the Plaintiff against such Officer, de by
4. 22, b. reof,

*Note also, That if a Clerk of this C*Comm
sues out an Attachment of Priviledge aga Reco
*any other Person, whereby the Defenda*ncella
*Condemned in Execution thereupon, ye*rd K
Capias ad Satisfaciendum *will not lie* d for
such Clerk against the Defendant, bec, a.
no Capias, or Process of Outlawry doth
upon such Attachment of Priviledge;
men quære, *for if a man be Condem*
upon a Recognisance, Execution against
Body will lie, Dyer 192, & 306.

Note, All Proceedings in Chan
wherein the Parties are to Plead, and
Issue, as at Common Law; as, Actions

D

bt brought upon Recogniſances acknow-
dged in this Court; Actions brought in
e Office of Clerk of the Petty Bag, by or
ainſt any Clerk, Officer or Miniſter of this
urt, for any Matter or Thing whereof
e Cauſe of Action doth properly ariſe, and
determinable at the Common Law; as
o, all Iſſues directed out of this Court,
Try the Validity of ſome Point in queſti-
in any Cauſe there depending by Eng-
Bill, &c. upon Action brought by Con-
t of the Parties Complainant and De-
dant, or by Order of the Court, upon
ne ſuppoſed Agreement, or Feigned Aſ-
npſit: In ſuch Proceedings, Order is
de by the Court of Chancery for Trial
ereof, either in the Court of King's Bench
Common Pleas, into one of which Courts
Record ſhall be delivered [per Manus
ncellarij] by the Lord Chancellor, or
rd Keeper of the Great Seal of Eng-
nd for the time being, Co. lib. 9. fol.
, a.

Sect.

Sect. 4. Of the twofold Power of Chancery.

THIS *Court hath a Twofold Po the one called* Potentia Ordin *and the other* Potentia Abſoluta.

Potentia Ordinaria *is, where a cer Order is obſerved, as in the Law Poſit whereby the Lord Chancellor, or K Keeper proceedeth in Matters before in this Court, according to the Courſe Method of Proceedings at the Common L in manner as is abovementioned.*

But Lex Naturæ non habet cer Ordinem, *but by whatſoever means Truth may be found,* &c. Et ideo dic Proceſſus Abſolutus, &c. 9 Ed. 4. *And theſe two diſtinct Powers are ack ledged in our Books to be in the Brea the Lord Chancellor or Lord Keeper ſpectively; and thereupon it is rightly of this Court* Quod eſt Officina Juſt & Æquitatis.

The Chancery is a Court of Record all Matters there Treated of pertainin the Common Law, wherein the Proceed are, and muſt be according to the Ordi Power before deſcribed; as, in Caſ Repealing the King's Letters Patents a Scire Facias; *or in Pleas of Debt,*

ommenced there by Attachment of Privi-
edge; and such Plea discussed there, is
Good Bar at the Common Law: For there-
pon a Writ of Error doth lie in Parlia-
ent, according to 37 H. 6. 14, b. by Pri-
or, and 8. Ed. 4, b, a. by all the Justices;
ut by Dyer 315 Anno 14 Eliz. an Erro-
eous Judgment in Chancery shall be Re-
ersed in the King's Bench, as in the Case
ere Reported, where a Deed did bear Date
fore the Recognisance, and was delivered
ter. And if matter of Conscience do
ise upon those Temporal Causes the Chan-
llor cannot adjudge them according to
onscience, but only according to Common
aw; for as to Matters of Equity, or
onscience, the Party grieved must make
s Complaint to the Lord Chancellor, or
ord Keeper, by way of English Bill; for
e Ordinary, and Absolute Authority of
e Lord Chancellor, or Lord Keeper, can-
t be blended together, and be Miscella-
ous, for that would make Confusion, the
ule in Law being Quando duo Jura con-
rrunt in una Persona, æquum est ac si
ssent in diversis, Vide 11 Ed. 4, 9, a.
Perjury is punishable by the Statute of
Eliz. cap. 9. and one would have brought
s English Bill in Chancery, for Perjury
mmitted there, contra formam Statuti,
c. But it was Resolved by Catlin, Dyer,
Saunders

Saunders *and* Whiddon *that it was* [illegible] *good*; *For, if the Chancery will Exam* [illegible] *Perjury committed in that Court, as it* [illegible] *by that Statute, then it ought to be b* [illegible] *Latin Bill, and Pleaded in Latin,* [illegible] *Iſſue joined there, but Tried in the Ki* [illegible] *Bench,* ut in ſimilibus Caſibus ſolet, D[illegible] 288, a,

Upon the like Reaſon are divers C [illegible] *in the Common Law; as, a man hath c* [illegible] *of Action concerning certain Lands, p* [illegible] *whereof are Gildable, lying within a cer* [illegible] *Juriſdiction of a Sheriff of a County,* [illegible] *the reſidue within the Cinque Ports; h* [illegible] *the Plaintiff may not have one Writ* [illegible] *them all, becauſe they are of two ſev* [illegible] *Qualities, and Juriſdictions; but he* [illegible] *have one Writ directed to the Sheriff* [illegible] *that part which is within his Bailyw* [illegible] *and another Writ directed to the War* [illegible] *of the Cinque Ports, for the other* [illegible] *within that Franchiſe,* 1 Ed. 3. 1, b.

So, one brings his Action againſt the [illegible] *fendant* in Cuſtodia Mareſcalli; *The* [illegible] *fendant changing that place is Commit* [illegible] *to the* Fleet *in Execution upon a Conden* [illegible] *tion in the Common Pleas, or Exchequ* [illegible] *here the Plaintiff in the King's Bench* [illegible] *not pray that the Defendant (being* [illegible] *demned in the Common Pleas, or Exche* [illegible] *may remain in the Fleet in Execution* [illegible]

him, becauſe having once choſen his Priſon he cannot change it, no more than where Proceſs is once directed to the Coroners it ſhall be afterwards directed to the Sheriff, although there be a change of the Sheriff, Dyer 297, a.

So, if the Plaintiff brings his Writ for the Breach of any Statute Law, he ſhall have Judgment purſuant to ſuch Writ, which is the Foundation of his Suit, but ſhall not ground his Action upon any Statute, and have Judgment as at the Common Law, nec è converſo, Co. lib. 9. 74, a.

J. S. *acknowledged a Recogniſance in Chancery to* G. O. *in* 200 l. *who thereupon ſued out a* Scire Facias *againſt the ſaid* J. S. *upon which a* Nichil *was returned, and then iſſued out another* Scire Facias *againſt the ſame Reconuſor, upon which a ſecond* Nichil *being returned, Judgment was awarded in this manner,* Ideo Conſideratum eſt per Curiam qd' prædictus G. recuperet verſus prædictum J. S. 200 l. *and that the ſaid* G. *ſhall have Execution againſt him. Upon which* G. O. *ſued out a* Levari Facias, *whereupon the Sheriff returned, That* J. S. *had Nothing,* &c. *and thereupon the Court awarded a* Capias ad Satisfaciendum, *by force whereof the Sheriff did Arreſt the Body of the ſaid* J. S. *who afterwards made his Eſcape from the ſaid Sheriff, whereupon*

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G. O. *the Conuſee brought an Action o Debt againſt the Sheriff upon the Eſcape and it was* Reſolved by all the Court *First, That the Awarding of the* Capia ad Satisfaciendum *was Erroneous; for b the Law the Body of the Conuſor was no liable to the Execution,* Co. 8 Part, 142, a

Secondly, *That the Court of Chancer had no power to Award that Execution, fo that his Goods and Chattels, Lands and Te nements are only liable, either upon a* Fie Facias, *or an* Elegit *by the Statute of* Weſt minſter *the ſecond, Chap.* 18.

Likewiſe the Tenour of the Recogniſan ſaith Expreſly, That the Debt ſhall be le vied —— De Bonis & Catallis, Terris & Tenementis Johannis S. ad quorumcun manus devenerunt, &c. *and therefore* Capias ad Satisfaciendum *doth lie in thi Caſe, becauſe no Proceſs of Outlawry doth lie in the Court of Chancery upon the Origi nal Proceſs,* Dyer 306, a.

Sect. 5. Of Warrants for the Great Seal.

THE *Courſe uſed for paſſing th King's Letters Patents is in th manner: If they paſs by Bill ſigned, wit out Privy Seal, the Patent is ſubſcribe* Per ipſum Regem, *and then the Bill ſigne remai*

remains with the Lord Chancellor, or Lord Keeper, for his Warrant.

And when it paſſeth by Bill ſigned, and Privy Seal alſo, then the Privy Seal remains with the Lord Chancellor, or Lord Keeper, and the Bill ſigned remains with the Clerk of the Signet, and the Lord Privy Seal hath an Extract of it to make the Privy Seal by, and then the Letters Patents are ſubſcribed Per Breve de Privato Sigillo; *and if* Per Authoritatem Parliamenti *be added, then it muſt paſs according to the Statute of* 27 H.8. cap. 11.

And when the King ſigneth the Patent himſelf, in the upper part, and the Signet and Great Seal do paſs together, at one, and the ſame time, then it is ſubſcribed per ipſum Regem Manu Sua Propria.

And when it is done by Authority of Parliament, then it is ſubſcribed per Regem & totum Conſilium in Parliamento, Co. 8 part, 18, b.

Every Warrant ſent by the King to the Lord Chancellor, or Lord Keeper, ſhall, the day of the delivery thereof, be Entred of Record in the Chancery; and the Lord Chancellor, or Lord Keeper of the Great Seal, for the time being, ſhall cauſe Letters Patents to be made upon ſuch Warrant, bearing Date the ſame day of the Delivery into the Chancery, and not before, in any

wiſe. And if any Letters Patents be made to the contrary, they ſhall be void and of no effect, by the Statute of 18 H. 6. cap. 1. *and for the full Expoſition of this Statute, ſee* Ludford *and* Cretons *Caſe in* Plowdens *Commentaries,* fol. 491, *and* Dyers Rep. fol. 133.

Note, By the Common Law no Grant from the King of Lands, is available, or pleadable, unleſs it be under the Great Seal of England, Co. 2 part, 16,b.

There be three ſeveal ways of procuring ſuch a Grant under the Great Seal, as the Caſe ſhall require; viz.

Firſt, *The Party may have a* Duplicate *at the Sealing his Letters Patents.*

Secondly, *If the Letters Patents be loſt he may have a* Conſtat, *upon Oath made that they are loſt; and that if they be found again, then they ſhall be ſurrendred up in Court to be Cancelled.*

Thirdly, *The Party may have an Exemplification upon the Inrollment.*

Sect. 6. Of an Exemplification, and Conſtat, and their difference.

BEcauſe the Statutes of Edw. 6. cap. 4. *and* 13 Eliz. cap. 6. *do extend to make an Exemplification, or a Conſtat of Letters Patents to be pleadable, it is requiſite to know the Diverſity between them, as alſo the ſignification of other words whereby Letters Patents are commonly diſcriminated or diſtinguiſhed*; *as* Inſpeximus, Innoteſcimus *and* Vidimus.

An Exemplification *and an* Inſpeximus *are all one, as are an* Innoteſcimus *and a* Vidimus; *an* Inſpeximus *or an* Exemplification *beginning in this manner*, Gulielmus & Maria Dei Gratia, &c. Omnibus ad quos præſentes Literæ noſtræ pervenerint ſalutem Inſpeximus Irrotulamentum quarundam Literarum Patentium. &c. *It recites the Record verbatim, and concludes thus* —Nos autem Tenorem Literarum Patentium prædictarum ad requiſitionem A. B. duximus Exemplificandum per Præſentes In cujus rei Teſtimonium has Literas noſtras fieri fecimus Patentes Teſtibus Nobis ipſis apud Weſtm', &c. *And it is called an* Inſpexi-

mus *from the word it begins with after the Style of the King and Queen; It is alſo termed an* Exemplification à Re ipſa, *becauſe the Record is thereby Exemplified, as appears by the words in the Concluſion,* viz. Duximus Exemplificandum per Præſentes.

In like manner the Conſtat *begins (after the Style of the King and Queen) after this Form* —— Conſtat Nobis per Inſpectionem cujuſdam Irrotulamenti in Curia Cancellariæ noſtræ, qd' Dominus Jacobus nuper Rex Angliæ Avus noſter præchariſſimus Literas ſuas fieri fecit Patentes in hæc verba, Jacobus Dei Gratia, &c. *and ſo recites all the Letters Patents verbatim, and Concludes in this manner,* Nos autem, pro eo qd' Literæ Patentes prædictæ ſunt caſualiter amiſſæ ſicut A. B. Nobis in Cancellaria noſtra perſonaliter conſtitutus Sacramentum præſtitit corporale Et qd' ipſe Literas prædictas ſi eas impoſterum reperire contigerit Nobis in Cancellariam noſtram prædictam reſtituerit cancellandas; Tenorem Irrotulamenti prædicti ad requiſitionem A. B. duximus Exemplificandum per Præſentes In cujus, &c. *And it is called a* Conſtat *for that, after the Style of the King and Queen, it begins with the word* Conſtat

but nothing is Exemplified thereby but the Tenour of the Record.

Alſo, by the Premiſſes it appears, That a Conſtat *cannot be had without an Affidavit, as may be ſeen by the Form thereof; but an* Inſpeximus *may be obtained without, no Oath being required in the Caſe.*

For the Antiquity of an Inſpeximus, *or* Exemplification, *ſee* Co. part 5. 54, a. *and* part 8. 28, b. *and the Princes Caſe, where an Exemplification of an Act of Parliament is pleaded under the Great Seal.*

An Innoteſcimus *and* Vidimus *are likewiſe all one, and are always of a Charter of Feoffment, or ſome other Inſtrument of Record.*

The Form of an Innoteſcimus *is after this manner* —— Gulielmus & Maria Dei Gratia, &c. Omnibus ad quos præſentes Literæ noſtræ pervenerint ſalutem Inſpeximus quoddam ſcriptum factum per Antonium B. Carolo D. Sigillo ipſius Antonij ſigillatum, ut dicitur, in hæc verba, Sciant præſentes & futuri qd' Ego Antonius Berisford, &c. *and ſo recites the Inſtrument, or Deed of Feoffment* de verbo in verbum *unto the end, and then Concludes thus* —— Et hoc Omnibus quibus

intereſt, aut intereſſe poterit in præmiſ
ſis Innoteſcimus ; In cujus rei Teſtim
nium, &c.

This is alſo called Innoteſcimus *fro*
the word Innoteſcimus *in the Concluſion.*

Sometimes likewiſe an Exemplificatio
begins with the word Vidimus, *after t*
Style of the King and Queen; as Gu
elmus & Maria Dei Gratia, &c. Omn
bus ad quos præſentes Literæ noſtr
pervenerint ſalutem ; Vidimus quodda
ſcriptum, &c. *and then ſuch an* Exemp
fication *is called a* Vidimus, Co. ibid.

And Note, That it is a received Opi
on, That if the King's Letters Patents
eaten with Rats or Mice, or other Vermi
Or if they ſhall happen to be ſtained,
ſpoiled by accident, That the King's P
tentee cannot have a Conſtat *of the Jam*
but he may have an Exemplification
novo *of the Inrollment or Record ; b*
cauſe a Conſtat *is never had but whe*
the Letters Patents are actually loſt, a
thereof Affidavit muſt be made, as befo
hath been ſaid.

Note alſo, That the Clerk of the Ha
pers Office was granted by King Henry
Eighth, by his Letters Patents to S
Ralph Sadler *Knight, and one* John Hale
Habendum eiſdem Radulpho Sadler M

præmiiti & Johanni Hales pro Termino vitæ eſtimeorum & alterius eorum diutius vivencium.

Of which Grant two Patents were made of one Form, and the one was called a Duplicate, *upon which the word* Duplicate *was written, above the Seal, and that was in the Cuſtody of the ſaid Mr.* Hales.

But upon the Principal Patent, remaining in the Cuſtody of the ſaid Sir Ralph Sadler, *was written theſe words* —— Per Warrantiam de Privato Sigillo, Authoriate Parliamenti.

Not long after Sir Ralph Sadler *ſurrendred up and cancelled the Patent in his Cuſtody, without the Conſent of the ſaid Mr.* Hales, *and thereupon a New Grant of the ſaid Office was made to the ſaid Sir* Ralph Sadler *and one* Kemp.

Then Mr. Hales *upon Notice of the New Grant to the ſaid Sir* Ralph Sadler *and* Kemp, *claimed his Joint Eſtate in the ſaid Office, and produced to the Court his* Duplicate *of the firſt Patent, whole and undefaced; and whether he had any Inteeſt therein was the Queſtion.*

Whereupon the Court was of Opinion, That when the Original Patent was Cancelled, the Duplicate *was void in Law, for that no Title can accrue by the* Duplicate, *becauſe*

becauſe ſuch Patents are made and ſe
by the Chancellor, at his Pleaſure, w
out any Warrant or Command from
King to make the ſame, Dyer 171, b.

Sect. 7. Certain Caſes wherein the P
grieved hath no Remedy in Equity

IN the Exchequer Chamber, all
Judges of England *being there*
ſent, the Archbiſhop of York, *then L*
Chancellor of England, *asked their*
vice concerning a Subpena, *ſaying, T*
Complaint had been made to him by
that was bound in a Statute Merchan
another, and that the Conuſor had paid
Mony, but had not any Releaſe, and
the Conuſee had took out Execution
the ſaid Statute, but if he might be
amined upon his Oath, he would not
the Truth. What ſay you my Lords (
the Chancellor to the Judges) may I gra
Subpena *in this Caſe? To whom the C*
anſwered, No, my Lord, it were aga
reaſon to grant a Subpena *in this C*
for then by the Teſtimony of two Witn
a Matter of Record might be defeated;
was the Conuſors folly, in this Caſe, to
the Mony due upon the Statute, and no

a Releaſe of the Conuſee: And the ancellor *did agree to the Opinion of the* ſtices *in that Caſe,* 22 Ed. 4. 46, b. octor and Student, 23.

And therefore with great Judgment did e Lord Chancellor Egerton, *in his Book the* Poſtnati, fol. 39. *pronounce the ſay- of the Archbiſhop and Chancellor above- entioned,* viz. Concordant Clerici in evi faciendo ita qd' Nullus recedat a ancellaria ſine Remedio. *For the Sta- te of* Weſtminſter 2 cap. 24. *ſaith, That* uotieſcunque de cætero evenerit in Can- llaria, qd' in uno Caſu reperitur breve, in conſimili, cadente ſub eodem Jure, ſimili indigente remedio, non reperi- r, Concordant Clerici de Cancellaria in evi faciendo, &c. Ne contingat de etero qd' Curia Regis deficiat Conque- ntibus in Juſticia perquirenda; *ſo that appears thereby that no General Rule n be had without limitation of the Sub- ct Matter.*

It appears by the Rolls of King Ed- ard *the Sixth's Time, remaining in the hancery, That one* Roſs *entred into a Re- gniſance of* 1000 *Marks unto one* Pope, *ho purchaſed parcel of the Lands of the aid* Roſs; *and yet nevertheleſs the Co- uſee ſhall have Execution againſt the Co-*

nuſor

nuſor of that parcel which doth rema
his hands.

For, although every one of the Feo
may have an Audita Querela *againſt*
Conuſor, to make him contributary to
charge any of them ſhall be at, if Ex
tion be ſued againſt ſuch Perſon only;
the Conuſor ſhall not have an Audita
rela *againſt any of the Feoffees to m*
their Lands contributary to the Charge
caſe that the Lands left in his hand
only put in Execution for the whole De
for the Burthen being his own, and he
is the Debtor, as hath been before ſhew
If therefore the Conuſor ſhall have
Contributional Remedy againſt the o
Feoffees, by the ſame reaſon, in the P
cipal Caſe, he may not diſcharge the E
cution, becauſe of the Purchaſe made
the Conuſee of parcel of the Lands,
then the Execution of the Conuſee w
be diſcharged, by his being Contribut
if he were Feoffee only, and not Conuſ
and then foraſmuch as he ſhall not be
tributary when he is a Feoffee, and no
Conuſee, he ſhall not be diſcharged as
is a Conuſee, quia ceſſante Cauſa ceſſ
Effectus: *And for theſe Reaſons the*
ceptance of the Lands doth not
charge the Execution here, whereupon Ju

nt was given that the Plaintiff ſhould ke nothing by his Writ, Plowd. Com. , a.

In a Bill depending in the Court of Re- ſts between Snow Plaintiff, and Be- ly Defendant, the Caſe was, That Snow d made an Obligation to the Defendant 1000 l. and in the ſaid Court would diſcharged thereof, for that, at the ne of the making the ſaid Obligation, he s not of ſound memory. But it was mo- d in the Court of King's Bench, to have Prohibition, becauſe the Matter was not terminable in Equity, and it was grant- for the Court of King's Bench did Re- ve, That it being againſt an Expreſs axim of the Common Law, viz. That e Party ſhould not diſable himſelf, Lit. b. 2. Sect. he ſhall therefore have no lief thereof in any Court of Equity, for en that would be in ſubverſion of a axim, Principle or Fundamental Ground the Law, Co. lib. 4. fol. 124.

Judgments given at the Common Law nnot be Avoided or Examined in any urt of Equity, Quia Judicia reddita in urijs Domini Regis non adnihilentur i per Attinctam vel per Errorem.

And

And Mich. 31, *and* 32 Eliz. *Ser* Heal *was Indicted in the King's Benc on the Statute of* 27 Ed. 3. cap. 1. *of munire, for that a Judgment paſſing a his Clyent in the ſaid Court of K Bench, the ſaid Sergeant Exhibited in Chancery to have the matter re-ex ned in that Court, in derogation of ſaid Judgment given in the King's B* Crompton's Juriſdiction of Courts,

A. *recovered Damages in an Acti Treſpaß againſt* B. *to the value of by Verdict, upon a* Niſi Prius *at the ſiſes; and, before the day in Ban procured an Injunction out of the Cou Chancery againſt the ſaid* A. *under a tain Penalty to forbear entring up J ment upon the ſaid Verdict.*

And the Court of Common Pleas moved therein, Huſſey, *Chief Juſtice, If the Plaintiff will pray Judgmen ſhall have it. But the Plaintiffs Co ſaid, they feared two things;* Firſt, *Penalty contained in the Injunction:* condly, *The doubt of Impriſonme their Clyent, for not obeying the C cellor.*

Fairfax, *Juſtice, ſaid, That, not ſtanding the Injunction, he may pray J ment; Or, if the Injunction be to the P*

himſelf, his Attorney may pray Judgment: Et è contra.

Huſſey, *Chief Juſtice, We have conferred with the Judges in this Matter, and do not ſee any great hurt that may come to the Party, if he prays Judgment; for, to have the Sum mentioned in the Inſtruction, by way of Penalty, the Law will allow: And, as to the Impriſonment of your Clyent, it muſt be, if any where, in the* Fleet, *whither, as ſoon as We ſhall have notice thereof, We will Order an* Habeas Corpus *to be directed, retornable before us, and when he is brought into Court thereupon, We will diſcharge him* 2 Ed. 4. 37.

So, One being Condemned upon an Action brought in the Court of Common Pleas, exhibited his Bill in the Court of Requeſts, and obtained an Injunction againſt the Plaintiff at Common Law, forbidding him to take out Execution upon his Judgment; notwithſtanding which he prayed Execution, and had it; and thereupon he was committed to the Fleet, but the Lord Chief Juſtice Dyer, *and the Court diſcharged him, upon his bringing a Writ of* Habeas Corpus; *and this was about* 13 Eliz. Inter Humfreys & Humfreys, Trompt. Jur. of Courts, 60, a.

One

One delivered a certain ſum of Mo
another, upon Condition, That he ſh
deliver the ſame to a Woman, at the
of her Marriage, to her uſe; but, b
her Marriage, he whoſe Mony it was
voked the ſaid Condition, and Com
manded the Delivery of the Mony;
it was held good by Shelley *and* Bald
Juſtices, 33 H. 8. Dyer 49. *Becauſe t*
was no Conſideration in the Caſe. Su
Gift alſo ſeems to be void in Conſci
and the Woman to be without Remed
Equity for want of a Conſideration, Cro
Jur. of Courts, 64, b.

B. *an Infant, levied a Fine; and b*
ſpection, and other Proofs upon a Wr
Error brought thereupon, it was Reve
Two Nichils *being returned upon the*
Facias *againſt the Conuſee, who*
one P.

And afterwards the Conuſor, being
full age, Enfeoffed a Stranger, ag
whom P. *Exhibited his Bill in Cham*
and Witneſſes were produced on the
of the ſaid P. *to prove the Conuſor t*
of full age, at the time of the Fine
vied, which was Exemplified, and g
in Evidence at the Common Pleas Bar,
an Action brought there upon a Writ
Entry in le quibus *againſt him by* K.

L. *Feo*

L. *Feoffees of the ſaid Conuſor, and the Iſſue was* Non Diſſeiſivit.

And it was Reſolved by the Court, That that evidence was of ſmall force in Law againſt the Reverſal of the Fine by the Precedent Judgment of the Court; For that the Authority of the Court was ſuch, That Judgment there given by Inſpection, cannot be Diſannuled or Controlled, except in Parliament, becauſe the natural and genuine Trial of the Law, in ſuch Caſes, is only by Inſpection, ut patet, 25 Aſs. Pl. 1. Dyer 201.

Wilkes *made a Feoffment of his Mannor of* H. in Com' Warr', *and the Deed did recite the Conſideration of* 1000 l. *to be paid to him by the Feoffees, of which ſaid ſum he did thereby acknowledge the Receipt, and thereof did acquit them by the ſaid Deed.*

But notwithſtanding the ſaid Feoffment, he kept poſſeſſion of the ſaid Mannor, and ſtocked the ſame with Sheep, &c. *during his life.*

After whoſe death, it was found by Inquiſition upon a Writ of Diem Clauſit Extremum, *That he died ſeiſed of the ſaid Mannor in Fee; and thereby alſo one* John Wilkes *his Brother was found to be his next Heir,* &c. *and thereupon there was*

great queſtion, if the Maſter of the Ward by his Diſcretion might remove the Feoffees by Injunction, out of their poſſeſſion upon Examination of the Conſideration of the ſaid Feoffment, which was falſe, for in truth there was no Mony paid; and they in manibus Domini Regis donec & quousque, &c.

But the Opinion of the Court was, That he could not; and that the Heir could not be admitted to Aver, That the Conſideration was falſe, againſt the Deed and Confeſſion of his Anceſtor; for this would be the ſame thing, as to admit an Inconvenience, Dyer 196.

The Biſhop of Salisbury *was intituled in a Writ of Entry,* ſine aſſenſu Capituli, *after the Manner of S. but not knowing who was Tenant of the Freehold, againſt whom he was to bring his Action, he thereupon Exhibited his Bill in Chancery againſt one who was the late Tenant thereof, and who had conveyed the Lands to another, unknown, as was ſuggeſted, to the intent the Biſhop ſhould not know againſt whom to bring his Action; and therefore the Biſhop prayed by his ſaid Bill, That the late Tenant might Diſcover unto whom he had made the Conveyance. To which the Lord*

Keeper

eeper Bacon *ſaid, That if the Biſhops* uncel *could ſhew any Precedent in that* urt, *that the like had been done before,* Prayer *ſhould be granted; but becauſe* y *could ſhew no Precedent, therefore* Biſhop *could have no Remedy,* 13 Eliz. wels *Caſe,* Crompton 48. Vide 9 Ed. 4. b. per Juſtic' Catesby, Nemo tene- prodere ſeipſum.

J. F. *ſeiſed of a Tenement, and thirteen* res, *and two Roods of Copyhold Lands,* of *three Acres and one Rood of Free-* d *Lands; by his Will dated the tenth* of October 1625. *Charged the Pre-* ſes in hijs verbis — *Item,* I give and queath one Annuity or yearly Rent five Pounds, for ever, to be iſſuing d going forth of my Houſes and Lands St. *F.* in the ſaid County of *Norfolk,* and towards the maintenance of one e and ſufficient Scholar, to teach Scho- s at the intended Free-ſchool at *L.* in County of *York*; and to Preach the ord of God on the Sabbath days at G. Chappel there adjoyning.

Alſo, I give and bequeath one other nuity, or yearly Rent of five Pounds, ever, likewiſe to be iſſuing and going th of my ſaid Houſes and Lands at F. aforeſaid, to be diſtributed, for

ever, to and among the Poor Peop
the Pariſh of *A.* where I was bor
the diſcretion of the Parſon, and V
men of the ſame Pariſh, for the
being.

Soon after the making of which
Will, the ſaid J. F. *the Teſtator*
without making any Surrender of the
Copyhold Lands to the Uſe of the
Will; leaving behind him three Chil
viz. William *his Son, and* Ann *and*
zabeth, *his two Daughters.*

William *was admitted to the Co*
Tenement and Premiſſes, above de
and died without Iſſue.

Ann *died before Admittance.*

Elizabeth *was admitted as Heir t*
liam, *and in the Year* 1646. *Devi*
ſaid Copyhold Tenement and Premi
M. F. *her Uncle; who (without an*
ſpect being had unto, or notice taken
Deviſe made unto him by the ſaid
beth) *was admitted unto the ſaid*
hold Tenement and Premiſſes, as U
and Heir to the ſaid Elizabeth; *a*
the Year 1653. *Surrendred, and C*
ed the ſaid Copyhold Tenement and
miſſes to T. H. *and his Heirs for*
Pounds.

T. H. *in the Year* 1659. *Surrendred Conveyed the ſaid Copyhold Tene-t and Premiſſes to* W. B. *and his Heirs* 250 *Pound.*

Note, *That all the Premiſſes (except Tenement and three Roods) are Field ds, and unincloſed, and charged with Quit Rents of nine and forty Shillings* Annum, *at the leaſt.*

Note alſo, *That the Repairs of the Pre-es have coſt* W. B. *eighty Pounds, be-s the Fine he paid upon his admit-e to the Copyhold Tenement, and Pre-es; ſo that, if the ſaid two Annuities d be added to the former Charges of Rents, Repairs and Fine, they will exceed the full yearly Profits there-beſides Taxes.*

Note likewiſe, *That none of the Copies nveyances ſince the death of* J. F. *the ator, do make any mention of his ſaid ; But* William *was admitted as Son Heir of* J. F. *and* Elizabeth *as Heir illiam; and* M. F. *as Heir to* Eliza-: *So that the ſeveral Purchaſers had the leaſt knowledge, or notice of the* itable Uſes *ſaid to be Bequeathed out e Premiſſes thereby.*

Moreover, *The ſaid Annuities were ne-demanded ſince the Year* 1646.

Quære I.

Whether J. F. *his Will can ſo Ch*
the Copyhold Tenement and Premiſſes
regard there was no Surrender mad
him to the Uſe of his ſaid Will.

I Conceive it will be a
Charge upon the Freehold,
not upon the Copyhold l
by the Statute of 43 *Eliz.*

John Founta

I Conceive a Deviſe of C
hold Lands to a Charitable
may be good to Bind the
table Intereſt thereof, wi
any Surrender made to th
of ſuch Will.

W. J

Quære II.

Whether Lands can be Charged
Charitable Uſe, only intended?

I Conceive they can.

John Fount

I Think it may.

W. J

Quære III.

Whether W. B. *and the Premiſſes be not ſecured by the Proviſo of the* 43 Eliz. cap. 4. *concerning Purchaſers* bona fide, *and upon valuable Conſideration?*

They are ſecured againſt any Decree to be made upon the Statute of 43 *Eliz.* by Commiſſioners upon that Statute; for they ought not to make any Decree upon that Statute againſt a Purchaſer for a valuable Conſideration, without Notice; and, if they do, ſuch Decree will be Reverſed upon Appeal in Chancery, and Exception to ſuch Decree.

John Fountayne.

I think, that *W. B.* being a Purchaſer upon a valuable Conſideration, and having no Notice of this Charitable Uſe, before, or at the Time of his Purchaſe, is within the Expreſs words and meaning of the Proviſo of the Statute of 43 *Eliz. cap.* 4.

And ſhall hold the Land d
chárged of the Charitable Uſe

W. Joyes

Quære IV.

Whether W. B. *will not be Relie*
in Equity, *in reſpect of the full Conſi*
tion paid by him? Of his Ignorance
the Charge? And of the greatneſs
that Charge? (If the Premiſſes ſhall
liable to it) Which, amounting to m
than the full yearly value of the Pre
ſes, will be a Miſchief, as great, as t
againſt which the Proviſo of the ſaid S
tute of 43 Eliz. cap. 4. *was made, on*
behalf, and in favour of Purchaſers b
na fide, *and upon valuable Conſider*
on, &c.

If by *Law* the *Purchaſer*
Charged, *Equity* will not he
him; for there is *Equity* for t
Charity, as well as for t
Purchaſer; and ſo *Equity* again
Equity: in which Caſe the *L*
will prevail. But in this Caſe,
take the *Law* to be on t
Purchaſers ſide, and the *Chari*
n

not *available* againſt the *Purcha ſer*, without *Notice*.

John Fountayne.

This needs no Anſwer; He is within the Proviſo.

W. Jones.

Thus far the Opinions of Sir John Fountayne, *Sergeant at Law, and Sir* William Jones, *Attorney General to King* Charles II. *The other following is the Opinion of* Charles Cremer *of* Gray's Inn *Eſquire, upon the ſaid Caſe.*

(1.) Copyhold may be Charged, or Given by Will to Charitable Uſes *intended*, without Surrender, to the Uſe of the Will, by the Statute of 43 *Eliz. cap.* 4.

(2.) In this Caſe, the Rent is Chargeable, on both Freehold and Copyhold; for it being Freehold, and no Seiſin given, and being above thirty years ago, is not now more Chargeable on the Freehold, than on the Copyhold but by help of the Statute of 43 *Eliz.* By which, I take

I take it, both will be Chargeab
eſpecially ſince the Freehold
not able to anſwer the wh
Rent.

(3.) In Caſe of Rent iſſuing out
Land, Notice is not Requiſite
a Purchaſer, but the Land w
be Charged without Notice, in
whoſe hands ſoever it com
and ſo the laſt Purchaſer liab
to anſwer the Rent; But perha
for Arrears, but from Noti
And I am clearly of Opinio
That the Proviſo in the Statu
helps not, in this Caſe, the Pu
chaſer; for he Purchaſed t
Land, and not the Rent; a
that it helps none but the Pu
chaſer of the Thing appoint
to the good uſe, not having N
tice.

Charles Cremer.

Sect. 8.

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Sect. 8. Some Obſervations relating to the Practice of this Court.

IF one produced as a Witneſs, in this Court, be contradictory in his Depoſitions, or Depoſeth that which is apparently falſe in any part thereof, he ſhall be rejected, and the Party be commanded to produce better Witneſſes.

If a Commiſſion of Rebellion iſſue out of this Court, againſt any Perſon for Contempt in not appearing to the Subpena, *and other mean Proceſs, the Commiſſioners may break open his Houſe to take him, becauſe of his Contempt to the Law. They may alſo by virtue of the ſaid Commiſſion break open the Houſe of any other Perſon, where he is (although a Mans Houſe is eſteemed his Sanctuary and Caſtle) as a Sheriff may in caſe of an Outlawry,* Co. 5 Part 92. *But upon Proceſs of Attachment out of this Court the Sheriff may not break the Houſe of any Man.*

After Witneſſes are Examined upon Commiſſion, or in Court, Publication of the Depoſitions may be ſtaid, by Motion upon reaſonable Cauſe; as that the Party had

had other Witneſſes to be ſworn at the time of the Commiſſion, &c. *But after Publication he ſhall have no other Witneſſes examined.*

Nevertheleſs this Court hath ſometimes after Publication paſt, allowed New Proofs *to be Examined,* Probationes Abornantes, *becauſe they tend to the better Explanation of the former Depoſitions; As* A. *and* B. *are ſuppoſed to have done ſuch an Act, the Proof whereof is but obſcurely ſet forth in the Witneſſes Depoſitions, not giving any reaſonable Teſtimony of their knowledge touching the performance of ſuch Act in any particular; Now, if ſuch obſcure Depoſition be publiſhed, and the Deponent happen to die, others may well Depoſe, That they were preſent at the performance of that Act, and ſo Explain the firſt Depoſitions.*

But if they Depoſe any Thing contrary to the former Depoſitions, or which may alter any part of the ſubſtance thereof, ſuch Depoſition is void, Keilways Rep. fol. 96.

A Subpena *is returnable before the end of the Term two days, in this Caſe the Defendant muſt anſwer the ſame Term. But if it be returnable the laſt Return, as* Quindena Martini, *or* Octabis

bis Purificationis, *then the Defendant is not Compelled to anſwer before the next Term.*

If a Feme ſole *brings her Bill in this Court, and,* Pendente Lite, *takes a Husband, the Suit ſhall abate, and muſt be renewed by Bill of Reviver in both their Names.*

But, if a Feme ſole *be Defendant, and taketh a Husband* Pendente Lite, *the Suit ſhall continue at the peril of him that ſhall marry with her.*

If A. *by his Bill make Title to himſelf as Tenant in Tail, and by his Replication, ſaith, That he is ſeiſed in Fee-ſimple, or that he is Tenant for life of a Copyhold Eſtate, according to the Cuſtom of the Mannor, This is a Departure from the former Title he made to himſelf by his Bill, which is not to be allowed, becauſe Judgment muſt paſs* ſecundum formam Petitionis.

The Defendant may not Demur to any Bill, but he muſt be perſonally preſent at the putting in of the ſame into the Court, or elſe it is as great a Contempt, as if he ſaid nothing at all: Neither ſhall any Demurrer be allowed after Replication.

If

If the Plaintiff and Defendant be at full Iſſue, and Publication granted, and the Defendant is diſmiſſed becauſe the Complainant hath not proved his Bill, and the Complainant doth afterwards Commence a New Action in another Court for the ſame Matter contained in his former Bill; In this Caſe, this Court will aid the Defendant, and Compel the Complainant to Exhibit his Bill de Novo *in this Court; Except the Defendant be diſmiſſed to the Common Law by ſpecial Order. Otherwiſe, every Plaintiff may Compel the Defendant to diſcloſe his Title in this Court, and ſo Delude the Court and make it an Inſtrument to all other Courts which is ſuperior to them. And yet upon a New Bill the Plaintiff muſt pay the Defendant Coſts before he doth anſwer.*

And if the Defendant be diſmiſſed definitively, then the Plaintiff is without Remedy to revive this Matter again, either in this Court, or in any other.

A. *Exhibits his Bill againſt* B. *and after Iſſue joined,* A. *dieth, then ſhall the Heir of* A. *Revive the Title of his Father by a New Bill; but the Defendants former Anſwer ſhall ſtand, except the Son by his Bill of Reviver ſet forth New Mat-*

ter,

r, which was contained in his Anceſtors ill.

But a Bill of Reviver upon a Bill of eviver ſhall not be admitted for the In-iteneſs thereof, Infinitum enim in Jure probatur, *Co. 7 part, 45, b.*

Neither ſhall a Bill of Review upon a ll of Review be admitted; But a De-urrer thereunto will be allowed.

If a Cauſe depends by Bill in this Court tween Plaintiff and Defendant, and af-rwards the Plaintiff would have the efendant ſworn and examined upon In-rogatories as a Witneſs in that Cauſe; the Defendant will do ſo, the Court ll Compel the Plaintiff to ſtand to the efendants Depoſitions, as Concluſive, or herwiſe the Defendant ought not to be amined; Except ſome New Act be done the Defendant in Puiſne Temps, *and er the Iſſue joined; as, a Feoffment de, and an Eſtate executed; or a Re-ſe by Covyn long after the Matter was aded on both ſides: For in ſuch Caſes e Plaintiff may Compel the Defendant be Examined.*

If the Plaintiff have a day to Reply, d maketh Default, the Defendant ſhall ve Coſts; and after that the Plaintiff th paid the Coſts, he may proceed in

the

the Cauſe by way of Replication; Bu
Defendant ſhall not be diſmiſſed the C
becauſe the Plaintiff hath not put in
Replication; for if he ſhould, then
the Plaintiff be utterly debarred and
cluded from renewing or reviving again
Matter which is contained in his
though he have never ſo good Pro
the ſame; And it would be ſeveri
this Court (being the ſupreme Cou
Equity) to deprive the Plaintiff of
Remedy which he ſought here, for wa
putting in his Replication, which pe
might be the fault of his Concel, Att
or Sollicitor.

Note, *It was agreed by all the Ju*
Mich. 45 Ed. 3. *That although the*
cery do Err in granting a Superſeda
an Injunction, yet all inferiour Courts
to obey it, Fitz. Tit. Superſedeas
13, 18.

A Subpena *being iſſued out of Cha*
againſt B. *to anſwer* A. *concerning c*
Goods and Chattels, to the value of
which one F. *had forfeited to the Ki*
his Attainder of Treaſon, which ca
the hands of the Defendant, and
the King had given to the Plaintiff
his Letters Patents, who preferre
Bill thereupon; To which the Defe

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Demurrer in Law, and demanded the Judgment of the Court, if he ought to anſwer, alledging that the Plaintiff might, upon the Matter Complained of in his Bill, have a Writ *of* Detinue *at the Common Law, and therefore ought not to ſue for the ſame in Chancery, for* ubi ceſſat Remedium Ordinarium, ibi decurrit ad Extraordinarium; Et nunquam decurrit ad Extraordinarium ubi valet Ordinarium.

Tet nevertheleſs by the Opinion of the Court, the Subpena *did well lie in this Caſe; and therefore the Defendant was Commanded to make an Inventory upon Oath of all the Goods and Chattels that came to his hands, which were the Perſons attainted, by a day prefixt, otherwiſe to be committed to the Fleet. And the Reaſon, upon which the ſaid Order is grounded, was becauſe peradventure the Plaintiff could not have knowledge, any other way, of the quantity, quality, or number of the ſaid Goods, and Chattels, to demand them, as he ought by a* Writ *of* Detinue, *at Common Law.*

A Subpena *iſſued out of this Court, and the Caſe was, Two were Executors, and one of them Releaſed to a Debtor of the Teſtator, without the Conſent of his*

Companion, whereby the Will could not b
performed, as was ſurmiſed; and the Sub
pena *was againſt him who made the Re*
leaſe, and againſt him to whom the Re
leaſe was made; but the Opinion of th
Court was, That it is lawful for a Debt
to procure his own Diſcharge.

A. *was bound to* C. *and* D. *to the u*
of C. *and afterwards* D. *Releaſed to A*
and C. *took out a* Subpena *againſt D*
and alſo againſt A. *but* A. *was diſcharge*
of the ſaid Subpena, *and it was ordere*
to ſtand only againſt D. *but the Plaintiff*
Councel not ſatisfied therewith, ſaid,
a Feoffee in Truſt makes a Feoffment
one, who knows of the Truſt, a Subpen
will lie againſt them both; and ſo of Cha
tels; and therefore in the Principal Ca
A. *in Conſcience is not diſcharged, unleſs i*
Truth he hath paid the whole Mon
to D.

A. *ſued out a* Subpena *againſt B. an*
the Caſe was; B. *had Lands in Exten*
upon a Statute, and afterwards purchaſe
the ſame to him, and his Heirs in Fee
and a Common Recovery was had there
with Voucher, &c. *and the Recoveror en*
tred, and ouſted A. *and it was holden b*
the Court, That, foraſmuch as A. *havin*
but a Chattel, could not ſatisfie the Re
cover

covery by the Common Law, as Tenant for Life might, Therefore he ſhould be reſtored to his Poſſeſſion, Right and Intereſt in Equity by the Court of Chancery; and the rather, becauſe Common Recoveries are but as Feoffments, and Common Aſſurances.

Leſſee for Life, the Remainder for Life, the Remainder in Fee; The firſt Leſſee Commits Waſte: It is not puniſhable by him that hath the Feeſimple, by reaſon of the Meſn Eſtate for Life, Co. 5 part, 76, b. Vide Stat. 20 Ed. 1. cap.

But the Chancery may, upon a Bill preferred for this matter, iſſue out an Injunction to Compel the firſt Leſſee to diſiſt from Committing Waſte. For although no Action of Waſte doth lie, in this Caſe, for the Tenant in Fee, at Common Law; yet it is againſt reaſon that the firſt Leſſee ſhould Commit Waſte ad damnum & prejudicium alterius: *For he ought to obſerve the Rule,* Sic enim utere tuo, ut alieno ne lædas.

A Woman, Copyholder for Life, takes a Husband, and the Reverſion of the ſaid Copyhold Eſtate was granted to three, viz. A. B. *and* C. cum acciderit *by ſurrender, or forfeiture, for their Lives* ſucceſſivè, *according to the Cuſtom of the Mannor.*

The Husband ſurrendred to the uſe of A. *for Life, to whom the Lord granted by Copy of Court Roll accordingly.*

A. *and* B. *die. The Opinion of the Court was, That* C. *hath no Right to be Admitted either by* Law, *or* Equity; *for that, after the death of the Husband the Wife may Enter, or have a Plaint in the Court of the Lord of the Manor in the Nature of a* Cui in Vita contradicere non potuit ; *and, during the Husbands Life the Lord may have it in the Nature of an* Occupancy.

But the Caſe did proceed further, viz. That the Husband and Wife were willing to Releaſe all the Right of the Wife unto the ſurviving Reverſioner, but the Lord would not conſent unto it, nor hold a Court for the doing thereof; Whereupon it was Ordered, by Decree *in* Chancery, *That the Lord ſhould hold a Court, and accept of their Conveyance, or otherwiſe avoid the Poſſeſſion thereof,* Dyer 264, a.

A. *is Lord of the Manner, and* B. *Tenant of ſeveral Cuſtomary Lands and Tenements holden of the ſaid Mannor, in Fee, by Copy of Court Roll, according to the Cuſtom of the ſaid Mannor. The Lord Grants the Inheritance of the ſaid Copyhold unto* C. *a Stranger in Fee.*

In this Caſe B. *the Copyholder is ſo prejudiced, that he cannot ſurrender, or otherwiſe alienate his Eſtate; for he may not alienate but by ſurrender* in manus Domini Serviciorum, *as the Cuſtom doth warrant, and that he cannot do now, nor can* C. *the Grantee make any Admittance, or Grant of the Copyhold, for he is but* Dominus Manerij pro tempore; *and therefore, if* B. *the Copyholder in Fee, will Alienate or Transfer his Eſtate in the Premiſſes, there is no other way or means left for him, but to have a* Decree *againſt* C. *the Grantee, and his Heirs, in the* Court *of* Chancery: *Yet nevertheleſs by it the full Intereſt of the Land is not bound, but the Perſon only,* Co. 4 part, 25, a. *But ſee* Noys Rep. 172. Simpſon *and* Gillions *Caſe, Where its ſaid, That if a Copyholder in Fee dies, and the Lord admits a Stranger, the Heir of the Copyholder may Enter, and Maintain Treſpaſs, without an Admiſſion by the Lord.*

A. *prefers his Bill in Chancery againſt* B. *for the Mannor of* C. *After Iſſue joined,* B. *dieth, and* A. *by a New Bill Revives the Suit againſt* D. *the Defendants Heir; in this Caſe, the ſaid Heir ſhall not be admitted to ſay, That his*

Anceſtor died ſeiſed of the ſaid Mannor, ſo that he ought to make no Anſwer by reaſon of a Diſcent caſt upon him, but the Court will compel him to make a better Anſwer.

Vide 8 Ed. 4. 5. *Where ſaid, That if a* Subpena *be againſt two Executors, or Feoffees in Truſt, one of them ſhall not be Compelled to anſwer without the other (by the Opinion of the Chancellor and Juſtices) for they both, as one repreſent the Perſon of the Teſtator; and by the ignorance of him, who only doth appear, the other that is abſent may be prejudiced; for it may be that he hath ſufficient Matter to Bar the Plaintiff, of which, he that doth appear hath no knowledge.*

But if an Attachment be againſt two Clerks of this Court, as Executors, and one of them doth appear, he ſhall anſwer alone, becauſe of the Statute of 9 Ed. 3. cap. 3. Is qui prius venerit reſpondeat; *for this Attachment is as a Suit at the Common Law, wherein all Proceedings muſt be according to the Chancellors Ordinary Power.*

But otherwiſe it is, where the Proceſs is abſolute, as a Subpena, *and there note the difference.*

Re-

Regularly a Man ſhall not be prejudiced in Courts of Equity, for Miſpleading, or Want of Form, ſo that he can prove the Matter of his Bill vijs & modis *it is ſufficient; for the Judges of thoſe Courts ſit there* ſecundum Poteſtatem Abſolutam, *and ſhall judge there* ſecundum Allegata & Probata, 8 Ed. 4. 15, b. & 16 Ed. 4. 9 b.

But the Caſe in 21 H 7. 34, b. *was, That the Plaintiff in Chancery did not prove his Bill, but the Proof of the Defendant was better, ſo that he was likely to be diſmiſſed; and therefore the Plaintiff to hinder that, informed the Court, That the Matter in his Bill was determinable at Common Law, and not in this Court of Equity.*

But the Court ſaid, He ſhould be Eſtopped therein, for that it was his own Suit, therefore it doth not lie in his Power ſo to do; For when a Plaintiff Commenceth his Suit in this Court, he ought to prove his Bill, although the Defendant do never perfectly anſwer thereunto, or elſe he never ſhall have Judgment: And the Chancellor was of the ſame Opinion, 22 Ed. 4. 9, b.

Note, *That if the Party take a Tr* dita C *verſe, which is adjudged inſufficient* writ t *Law, it is peremptory unto him, and he ſha* Iſſue, *not be received after to take a New Tr* Verdi *verſe, as appears in* 40 Aſſ. pl. 24. 8 Ed. and O 5. *And yet in* 15 Ed. 4. 6. *the contra* of Kin *Opinion is holden, That it is not pere* be qua *ptory, becauſe a Proceeding and Pleading* Chance *Chancery, which is a Court of Equity. B* to try *as to that, it may be anſwered, That t* to de *Chancellor hath two Powers, the one A* hands *ſolute, the other Ordinary, and this Tr* and t *verſe may be before him by his Ordina* upon V *Power, in which all Things, touching t* and *ſame, muſt proceed, as before any oth* Chanc *Judge at the Common Law,* Stamf. Pr that rog. cap. 20. 3 H. 4. 6, b.

An Infant, within Age, acknowledged in any *Statute, and afterwards brought an* Aud Compl ta Querela *thereupon in the Comm* as in *Pleas; And the Queſtion was, If th* An *Suit might be in the King's Bench,* ver *whether it ought to be in the Chancer* Chan *It was Reſolved by the Juſtices, That th* Palat *Suit might be in the Common Pleas,* Cour *the King's Bench, as well as the Cha* Paſch *cery,* Croke's Eliz. 208. Clavel *and* Mo Regis loys *Caſe.* On

The Parties were at Iſſue in Chancer his V *upon an Iſſue Triable at Law upon an Au* viſes dit

dita Querela; *and the Lord Chancellor writ to the Biſhop of* Durham *to try the Iſſue, who tried it accordingly, and a Verdict was given: It was the Opinion, and Order of the Juſtices of the Court of King's Bench, That the Verdict ſhould be quaſhed; for they ſaid, That the Chancellor cannot call a Jury at their Bar to try an Iſſue, but the Chancellor ought to deliver the Iſſue himſelf with his own hands into the Court of King's Bench, and they to try the Iſſue there; and upon Verdict they ought to give Judgment, and not return the ſame again into the Chancery, becauſe the Chancery is rid of that matter.*

And ſo it is, If an Iſſue is to be tried in any other Franchiſe, where they are not Compellable at Weſtminſter *to try an Iſſue, as in* Ireland.

And Dodderidge, *Juſtice, ſaid,* He never heard, or ſaw, before, That the Chancellor had written to any County Palatine to try an Iſſue; but that the Court of King's Bench might well do it. *Paſch. Anno Primo Caroli Primi in Banco Regis, Telv. Rep.* 3.

One C. E. Anno 15 Jacobi Primi *makes his Will in Writing, and by the ſame Deviſes ſome Legacies to Charitable Uſes,*

and

and other Legacies to R. *and* W. *his Br thers, that is to ſay, to one of them gave* 100 l. *and to the other* 1000 l. *a ſome other Legacies to his Kindred; a made his Wife Executrix of his ſa Will.*

Afterward Anno 22 ejuſdem Reg *He ſent for ſome Perſons to come to hi and when they came, they demanded of hi what Friend he thought beſt to be his E ecutor, and to ſee his Will performe and whether he truſted any Perſon mo than his Wife? He anſwered,* That h Wife was the fitteſt Perſon, and ther fore ſhould be his Sole Executrix.

Being then moved to give other L gacies to his Fathers Brethren, and Ki dred; He anſwered, He would not lea them any thing; *but Bequeathed to J. his Godſon,* 30 s. *and being requeſted h his Wife to give him a greater Legacy He anſwered her,* Thou know'ſt not wh thou ſayſt; do not wrong thy ſelf, 30 is mony in a Poor Bodies Purſe. *Th the Teſtator ſpake theſe words,* Anim Teſtandi, & Ultimam Voluntatem D clarandi, *and all this was ſet down in Codicil, and the firſt Will, and that Co dicil were proved in Common Form.*

The Queſtion was, Whether this Codicil was a Revocation of the Legacies given to the Teſtators two Brothers?

It was Reſolved, both by the Doctors of the Civil Law, and by the Judges of Common Law, That it was no Revocation of the Legacies,

Their Reaſons were,

Becauſe there was an abſolute Formal Will made in his health; and there being no ſpeech made by him of his former Will, nor of the Legacies thereby Deviſed; The Anſwer to a doubtful Queſtion, ſhall not take away the Legacies before Deviſed.

Secondly, *His anſwering,* I will not give them any Thing; *upon ſuch Doubtful Speeches to make void a Will, adviſedly made, ſhall not be permitted, without clear or perſpicuous Revocation, or words which do Tantamount.*

And upon theſe Opinions of the Judges and Civilians, the Lord Keeper Decreed the Legacies to the two Brothers, The Codicil not making any Revocation of the ſame, Crokes Caroli 37. Eyres *Caſe.*

J. S. *being Complaynant againſt* B. *in the Court of Chancery, it appeared upon Bill and Anſwer, That by an Order there, He made one* L. *to be Party to the Bill againſt*

againſt B. *and a Commiſſion iſſued out b*
tween L. *and* B. *upon which Commiſſi*
the Defendant was Examined on the p
of the ſaid L. *and depoſed directly*
the ſaid L. *upon which a Decree was*
in the ſaid Court of Chancery againſt B.
for this Matter B. *brought an Action*
Debt againſt the Defendant upon the S
tute of 5 Eliz. *of Perjury, as a Pa*
grieved by the Depoſition of the Def
dant.

It was the Opinion of the Juſtices, T
the Action did not lie, becauſe in
Caſe L. *was not a Party to the Suit,*
came in Collaterally by Order; and
Bill depending either againſt him,
brought by him, he was not within
Statute; for as a Penal Law it ought
be taken ſtrictly, Yelvertons Rep.
Brode *and* Owens *Caſe.*

In the Caſe in Chancery between
Lord Aubigney, *Complaynant, and*
Lord Clifton, *Defendant, concerning*
Promiſe ſuppoſed to be made by him
Aſſurance of Lands upon the Marriage
his Lady; The King by his Letters un
his Sign Manual, certified to the L
Chancellor, the Manner and Subſtance of
Promiſe, as it was made to his Majeſ
in regard whereof his Majeſty gave to
L

Lord Aubigney 18000 l. *in lieu of* 1000 l. per Annum, *which he had promiſed; Which Certificate was allowed upon hearing of the Cauſe, for a ſufficient Teſtimony and Proof of ſo much,* Hobarts Rep. 213. Dom. Aubigney cont. Dom. Clifton.

See likewiſe Trin. 10 Jacobi Primi, *in the Caſe between* Henry Lea *Plaintiff, and Sir* Henry Lea *Defendant, concerning Title to certain Lands, of which* H. Lea *brought his Bill in Equity in the Court of Requeſts; and the King being informed thereof, Sir* H. Lea *promiſed, That if the Plaintiff would not moleſt him for any of the ſaid Land, That he would give him* 200 l. per Annum; *and being ſued for not performance of his ſaid Promiſe, the King Certified the Promiſe into the Court under his Seal, and it was holden a ſufficient Proof, and Teſtimony of the ſaid Promiſe, whereupon a Decree was made for the Performance thereof,* Godbolts Rep. 199.

In Hillary Term Anno 22 Jacobi Primi, *a Commiſſion was awarded out of Chancery to examine Witneſſes, which was returnable in* Eaſter Term *following. The Commiſſioners began the Examination of the Witneſſes upon* Monday *the* 28th *day of* March 1625. *which was the day after the Demiſe*

Demiſe of King James, *and continued Examination of divers Witneſſes* Friday *following, at which day, and before, having notice of the Demiſe of King, they ſurceaſed.*

And whether this Examination of Witneſſes, and their Depoſitions ſhould be preſſed? was the Queſtion.

It was the Opinion of the Juſtices, That the Depoſitions ſhould ſtand; for although legally the Commiſſion was Determined, by the Demiſe of the King; yet the Commiſſioners having no notice thereof, and having examined Witneſſes thereupon, they held That ſuch Witneſſes were duly ſworn and examined, and their Depoſitions ſhould be allowed, eſpecially in a Court of Equity where the Proceedings are de Jure Naturali, *and not according to the ſtrict Rules of the Common Law. And the Juſtices approved of the Courſe that was uſed to preſerve the Teſtimony of thoſe who were examined, which was, That the Witneſſes ſhould be called, and their former Examinations, and the Interrogatories tendred to ſuch of them as were alive, and whether they approved of them, or not to examine them* de novo.

It was then propounded to the Juſtices, If any Witneſſes examined upon ſuch

Commiſſion ſhould be Perjured, whether they might be puniſhed by the Statute of 5 Eliz. for that Perjury? It was reſolved by them all, that they might not; for being examined before notice of the King's Deviſe, what they did was legal, Croke's Caroli, 69, 70. *Sir* Randal Crew *and Sir* Geo. Vernon's *Caſe.*

Note, *It was the Opinion of the Juſtices of the Court of King's Bench in* Michaelmas Term Anno 21 Jacobi Primi, *That the Defendants Anſwer in a Court of Equity to an Engliſh Bill, is good Evidence to be given to a Jury againſt the Defendant himſelf, but it is no Evidence to be given againſt other Parties.*

Alſo they ſaid, that if an Action be brought againſt two Perſons, and the Plaintiff at the Aſſiſes proceedeth againſt one of them only; In that Caſe, he (againſt whom the Plaintiff did ſurceaſe his Suit) may be allowed, as a Witneſs to give Evidence in the ſame Cauſe.

And they likewiſe agreed, That if the Party cannot find his Witneſs to give Teſtimony viva voce, *then he is (as it were) dead unto him, and his Depoſition in a Court of Equity, between the ſaid Parties, Plaintiff and Defendant, may be allowed to be read to the Jury; ſo as the*

Party

Party do make Oath that he did his *deavour to find his Witneſs, but could* Godbolts Rep. 327.

One Exhibited his Bill in Chancery *diſcovery of Evidences, and made Ti* *his Bill to Lands which the Evidence* *concern; The Defendant alſo did E* *himſelf to the ſame Lands, and ſo* *fied detaining of the Evidences for* *taining his own Title to the ſaid Lan*

Whereupon, after Examination of *neſſes on both ſides, the Matter ca* *Hearing, and, for doubtfulneſs in the* *mony of ſeveral of the Witneſſes, the* *Ordered the Plaintiff to bring an Act* *Treſpaſs againſt the Defendant (up* *Entry to be made by the Defendant* *which Action the Defendant ſhould* *to the Freehold, and thereupon they* *take Iſſue, and the Iſſue ſhould be* *at the Bar of the Court of King's B* *and the Jury ſhould be named by the* *ces of Aſſiſe where the Lands lie, an* *that had the Verdict ſhould have hi* *ſeſſion eſtabliſhed in the Chancery, ti* *other can make a better Title,* Cr Jur. of Courts, 44, b.

A. *Deviſed that* J. S. *and three o* *ſhould ſell certain Lands, and ſhould* *poſe of the Monies to the Defendants,*

three others; the Lands were ſold accordingly: The Defendant ſued the Executor of J. S. in the Spiritual Court, for a fourth part of the Mony; whereupon a Prohibition was Prayed: It was reſolved in this Caſe, That neither the Lands, nor the Mony was Teſtamentary, for it was not Aſſets to Debts, but a ſum of Mony ariſing from Lands, appointed to a Special Uſe in an Equitable way, and not as a Legacy; and that Court cannot hold a Plea of a Legacy in Equity: But it was Reſolved, That in ſuch Caſe the Suit might have been in Chancery, or other Court of Equity, to have Compelled the Defendant to perform the Legacy, Hob. 265, Edwards and Grovers Caſe.

One Committed to the Fleet for not performing a Decree in Chancery, being brought by Habeas Corpus into the Court of King's Bench; The Caſe was, That A. had ſold to B. a young Gentleman, a Jewel which he pretended to be worth 360 l. (whereas it was worth but 20 l.) and took a Bond of him of 600 l. in the name of J. S. and A. procured the Bond to be put in ſuit, and obtained Judgment thereupon againſt B. and A. paid all the Charges thereof.

B. Exhibited his Bill in Chancery to be relieved in the Premiſſes.

B. *also after that brought a Writ of E*
ror to Reverse the Judgment, upon wh
the Judgment was Affirmed.

Afterwards, upon the Hearing in Ch
cery, it was Decreed;

1. *That* A. *should take his Jewel ag*
2. *That* J. S. *should Release to* B. *an*
3. *That* J. S. *should acknowledge Sa*
faction upon the said Judgment.

It was holden by the said Court [illegible]
King's Bench, That the Decree made
the Court of Chancery in this Case,
the Imprisonment, for not performing
same, after Judgment at the Common L
was unlawful; and 5 Ed. 4. Rotulo
Cobb *and* Mores *Case was vouched; wh*
Cobb *procured an Action of Debt to*
brought against More, *and the Action*
be confessed by Attorney, and a Writ
Error was brought thereupon, and the Ju
ment was Affirmed; and this being d
when More *was beyond Sea, he Exhibit*
his Bill to be Relieved against the Ju
ment.

In this Case it was Resolved,

That, after a Judgment at Common La
the Party could not be Relieved in Ch
cery; whereupon More *had no other R*
medy than to bring his Bill in Parliame
where a Special Act was made for his R

lief, Cro. Jacobi 344. Courtney *and* Glanvils *Caſe*.

And ſee Mich. 40 Eliz. *Sir* Moyle Finch *and* Throgmorton's *Caſe, where an Action of Debt was brought upon a Leaſe made by the Queen, for Nonpayment of Rent, by Sir* M. F. *who had purchaſed the Reverſion of the Queen,* 3 Eliz. (*and afterwards* 9 Eliz. *Entred for Nonpayment of the Rent by the Leſſee*) *and had Judgment thereupon againſt the Defendant, who brought his Writ of Error upon the ſame, but the Judgment being Affirmed, the Defendant Exhibited his Bill in Chancery, ſuggeſting thereby, That at the time of Nonpayment, wich was* 9 Eliz. *he ſent the Rent by his Servant, who was robbed of it, which when he knew, he paid the ſame the day afterwards, and the Queen accepted of it; and further, That he continued the payment of his Rent till* 3 Eliz. *at which time the Queen ſold the Reverſion charged with the Leaſe, and therefore it was contrary to Equity and Good Conſcience, that the Patentee ſhould now avoid the Leaſe.*

To which Bill the Defendant pleaded the Proceedings at Common Law, and Judgment thereupon.

It was holden by all the Judges of En
land, *and ſo Reſolved in this Caſe, Th*
though much Equity would have appear
to have been contained in the ſaid Bi
if the Leſſee had Complained thereof
the Court of Chancery before the Patent
had obtained Judgment at Common La
yet having ſuffered Judgment to be h
againſt him at Law, he comes too late to
Relieved in a Court of Equity. Whereup
the Defendaant in Chancery being brou
to the King's Bench Bar by Habeas C
pus, *the Court diſcharged him.*

Where any Perſon is injured by Dec
in Chancery, the beſt and only way to ha
Remedy is to Petition the King, and pr
his Redreſs, as was done Mich. 43 E
in Sir Moyle Finch *and the Earl of* Wo
ceſter's *Caſe, where, by Feoffment, t*
Earl was ſeiſed (with others) to the
of the Lady Southampton, *and preferr*
a Bill in Chancery (as Plaintiff on t
behalf of the ſaid Lady) againſt S
Moyle Finch, *concerning the Mannors*
R. *and* S. C. *upon which Bill it was D*
creed for the ſaid Earl; and Sir Moy
Finch, finding himſelf thereby agreev'd pr
ferred his Petition to Queen Eliz. *to*
Redreſſed therein, who referred the wh
Matter to the Judges, by whom the ſa

Decr

Decree was Reverſed, Vide Bulſt. 3 part, 116. Vaudrey *and* Pannels *Caſe*.

See alſo Bulſt. 2 part, 194. Heath *and* Ridleys *Caſe*; *Where an Action of Debt was brought upon the Statute of* 13 Eliz. *of Uſury, in the King's Bench, upon which the Plaintiff had Judgment; and the Defendant having day given him to Move in Arreſt of Judgment, waved the ſame, and preferred his Bill in Chancery, and procured an Injunction thereupon to ſtay Execution; notwithſtanding which the Court Awarded Execution.*

Note, *It was then ſaid by the Court, That any Perſon might Inform upon the Statutes of* 27 Ed. 3. cap. 1. & 4 H. 4. cap. 23. *againſt the Parties that procured ſuch Injunctions to ſtay Judgments and Executions after Trials had at the Common Law; becauſe, by thoſe Statutes, be it in a Plea Real, or Perſonal, after Judgment given, the Party ought to be quiet, and ſubmit to it: For Judgments once given, in the King's Court, ought not to be avoided but by Error or Attaint.*

See likewiſe Bulſt. 2 part, 197. *Where obſerved by* Coke *Chief Juſtice, as a general Rule, and Maxim in Law, That if any Court of Equity doth intermeddle with Matters, properly determinable at Common Law,*

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Law, and which do concern matter of Fre
hold, they are to be Prohibited, for the
they draw the Matter there ad aliud Ex
men; *and the ſame is alſo put* in arbitri
unius Viri, *and there Judgments are bin*
ing, upon which no Writ of Error, or A
taint lieth, and ſo the Party is with
legal Remedy.

If in the Exchequer, or other Courts
Law, the Judges do Err in their Jud
ments, a Writ of Error doth lie; but
ter Judgment, or Decree given in a Co
of Equity, the Party hath no Remedy (b
in Parliament) *becauſe no Writ of Err*
or Attaint lieth in ſuch Caſe, notwit
ſtanding the Judgment or Decree be E
roneous.

But ſee Croke's Jacobi, fol. 67. Woo
lich *and* Moſleys *Caſe, In an* Audi
Querela *upon a Recogniſance* ad Comp
rend' in Canc' (Octab. Mich.) & ſtan
Juri in ea Parte, & ad proſequend' cu
effectu, *ſuppoſing the Recogniſance to b*
void, and the Party found four Sureti
each of them bound in 200 l. *to appe*
and anſwer, and ſtand to the Judg
ment of the Court accordingly. And upo
this Surmiſe they were at Iſſue, and th
Record was ſent into the King's Bench, t
be tried, and it was adjudged there tha
th

the Surmiſe was inſufficient; and becauſe the Conuſor did not render himſelf to Priſon, and pay the Condemnation, a Scire Facias *was brought upon the Recogniſance; and the Breach aſſigned was, becauſe he paid not the Condemnation, nor rendred himſelf to Priſon,* Et ſic non ſtetit Juri, &c. *upon which it was Demurred. It was Moved the Breach was not well aſſigned, for here is no word, That he ſhould render himſelf, or pay the Condemnation. But it was Reſolved, That the Recogniſance ſhould be taken according to the Courſe of that Court; and of the Courſe of Chancery, in ſuch Caſe, other Courts ought to take notice: Wherefore it was adjudged, That the Breach was well Aſſigned, and Judgment was given accordingly.*

BANK;

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BANKRUPTS.

An Affidavit upon a Petition and Commiſſion on the Statutes of Bankrupts, to be made before a Maſter in Chancery.

J. P. of, *&c.* maketh Oath, That *P. C.* of, *&c.* in the County of *Middleſex*, Saleſman, is truly and juſtly indebted to this Deponent (and others his Creditors) in the ſum of 100 *l.* and upwards; and that he is become a Bankrupt, within the true meaning of one, or ſome of the Statutes made againſt Bankrupts, as this Deponent believeth.

J. P.

Jurat (*tali Die & Anno*) *coram* *F. A.*
C. H.
H. B.

The Bond to be entred in to the Lo Chancellor, or Lord Keeper, upon ſuin out the Commiſſion of Bankrupt.

NOverint univerſi p̄ ſentes Nos P. de, &c. & R. M. de &c. teneri firmiter obligari p̄zehonozabili J. Mil Domino Cuſtod Magni Sigilli glie, ſolvend eid Domino Cuſtod aut i certo Attoznat Executozib', Adminiſtr vel Aſſignat ſuis Ad quam quidem lutionem bene & fidelit faciend' Oblig mus Nos & utrumq; noſtrum Hered' Sigillis noſtris ſigillat, &c.

THe Condition of this Obligation ſuch, That if *P. C.* of, *&c.* in t County of *M. S.* be a Bankrupt within or any the Statutes lately made agai Bankrupts, according as the above-bou *J. P.* and *R. M.* by their humble Petitio exhibited to the above-named Lo Keeper, hath alledged: Then this Ob gation to be void, or elſe to ſtand in f force.

A Bill preferred to the Lord Keeper to pray a Commiſſion on the Statutes of Bankrupts.

HUmbly complaining, ſheweth unto your Lordſhip your daily Orators *J. P.* and *R. M.* Citiſens and Drapers of *London*, as well for themſelves as for other Creditors of *P. C.* of, *&c.* Saleſman; That whereas the ſaid *P. C.* uſing and exerciſing the Trade of a Saleſman, by way of bargain and exchange, bartering and cheviſance, ſeeking his Trade of living by buying and ſelling, upon juſt and good cauſe for Wares and Merchandizes to him ſold and delivered, and alſo for ready Mony to him lent; being indebted to your Orators and others his Creditors in divers and ſeveral ſums of Mony, amounting in the whole to the ſum of one Hundred Pounds and upwards: of late (that is to ſay) about the fifteenth of *February* inſtant did become Bankrupt within the ſeveral Statutes lately made againſt Bankrupts, to the intent to defraud and hinder your ſaid Orators of their juſt Debts and duties to them due and owing (*viz.*) within the Statute made in the Parliament, begun and holden at *Weſtminſter* the ſecond day of *April*, in the thirteenth year of the Reign of our late Sovereign Lady Queen *Elizabeth* concerning Bankrupts; and within the Statute made in the Parliament begun and hol-

den at *Weſtminſter* aforeſaid the nineteenth day of *March*, in the firſt year of the Reign of our late Sovereign Lord King *James*, over *England*, *France* and *Ireland*, and of *Scotland* the thirty ſeventh, intituled *An Act for the better Relief of Creditors againſt ſuch as ſhall become Bankrupts*; As alſo within the Statute made and begun in the Parliament holden at *Weſtminſter* aforeſaid, the nineteenth day of *February*, in the one and twentieth year of the Reign of our ſaid late Sovereign Lord King *James*, of *England*, *France* and *Ireland*, and of *Scotland* the fifty ſeventh, Intituled *An Act for the further deſcription of a Bankrupt, and Relief of Creditors againſt ſuch as ſhall become Bankrupts*, or within ſome or one of them: In tender conſideration whereof, may it pleaſe your Lordſhip to grant unto your Orators, their Majeſties moſt Gracious Commiſſion, to be directed to ſuch, and ſo many wiſe, honeſt and diſcreet Perſons as to your Lordſhip ſhall ſeem meet; authorizing them thereby, not only concerning the ſaid Bankrupt his Body and Goods, Lands, and Tenements Freehold and Cuſtomary, but alſo concerning all other Perſons, which by concealment, claim, or otherwiſe do, or ſhall offend, touching the Premiſſes, or any part thereof, contrary to the true intent and meaning of the ſame Statutes, or any of them, to do and execute all and every thing and things whatſoever, as well for and towards ſatisfaction and payment of the ſaid Creditors, as towards and for all other intents and pur-

purpoſes, according to the Ordinance and Proviſion of the ſame Statutes:

And your Orators ſhall ever pray, *&c.*

The Commiſſion thereupon.

William and *Mary*, by the Grace of God of *England*, *Scotland*, *France* and *Ireland* King and Queen, Defenders of the Faith, *&c.* To our truſty and well-beloved *F. A.* and *C. H.* Eſquires, and *B. H. J. W.* and *R. W.* Gentlemen, Greeting. Whereas we are informed, That *P. C.* of, *&c.* Saleſman, uſing and exerciſing the Trade of Merchandize by way of Bargain, Exchange, Bartering and Cheviſance, ſeeking his Trade and way of Living by Buying and Selling: About the fifteenth of *February* inſtant, did become Bankrupt within the ſeveral Statutes lately made againſt Bankrupts, to the intent to defraud and hinder *J. P.* and *R. M.* Citiſens and Drapers of *London*, and other his Creditors, of the juſt Debts due and owing to them. We minding the due Execution as well of the Statute touching Orders for Bankrupts, in the Parliament begun and holden at *Weſtminſter* the ſecond day of *April*, in the thirteenth year of the Reign of *Elizabeth* late Queen of *England*, made and provided: As of the Statute made in the Parliament begun and holden at *Weſtminſter* aforeſaid, the nineteenth day of *March*, in the firſt year of the Reign of our late dear Grandfather, King *James*, of *England*

land, *France* and *Ireland*, and the of *Scotland*, thirty ſeventh Intituled, *An Act for the better Relief of Creditors againſt ſuch as ſhall become Bankrupts:* As alſo of the Statute begun in the one and twentieth year of the Reign of our ſaid late dear Grandfather, King *James*, of *England*, &c. begun and holden at *Weſtminſter* aforeſaid, and the fifty ſeventh of *Scotland*, Intituled, *An Act for the further deſcription of a Bankrupt, and relief of the Creditors againſt ſuch as ſhall become Bankrupts.* Upon truſt of the Wiſdoms, Fidelities, Diligence and Provident Circumſpections which we have conceived in you, Do by theſe Preſents, Name, Aſſign, Appoint, Conſtitute and Ordain you our Special Commiſſioners, giving full Power and Authority unto you five, or three of you, whereof you the ſaid *F. A.* or *C. H.* to be one, according to the ſaid Statutes, and every or any of them, not only concerning the ſaid Bankrupt, his Body, Lands and Tenements Freehold and Cuſtomary, Goods, Debts, and other things whatſoever; but alſo concerning all other Perſons, which by Concealment, Claim, and otherwiſe do, and ſhall offend touching the Premiſſes, or any part thereof, contrary to the true intent and meaning of the ſame Statutes, To do and execute all and every thing and things whatſoever, for, and towards ſatisfaction and payment of the ſame Creditors, as towards, and for all other intents and purpoſes, according to the Ordinances and Proviſion of the ſame Statutes; Willing and Commanding

ing you five, or three of you, whereof you the ſaid *F. A.* or *C. H.* to be one, to proceed to the execution and accompliſhment of this our Commiſſion, according to the true intent and meaning of the ſame Statutes with all diligence and effect, as our ſpecial Truſt is in you.

Witneſs Our Selves at *Weſtminſter*, the day of in the year of our Reign.

The Form of the Oath to be Adminiſtred to the Witneſſes upon their Examination.

YOU are here produced as a Witneſs, by virtue of a Commiſſion out of the High Court of Chancery, to us, and others directed, to be by us examined concerning the Bankrupcy of P. C. *late of*——&c. *Now to ſuch Queſtions and Interrogatories as ſhall be propounded and adminiſtred to you concerning the ſaid* P. C. *his Trade or Profeſſion, his Abſconding, and other Acts which he hath done or ſuffered, by which he may be diſcovered to be a Bankrupt; and alſo concerning his Lands and Tenements, Goods and Chattels, Debts and Duties, Frauds and Concealments, and other matters and things in obedience to the ſaid Commiſſion, and purſuant to the ſeveral Statutes made concerning Bankrupts, you ſhall true and direct Anſwer make, and ſwear the Truth, the whole Truth, and nothing but the Truth, So help you God.*

The Form of an Oath for proving a Debt.

YOU *ſhall ſwear that* P. C. *late of*, &c. *at the time of his becoming a Bankrupt was juſtly, and* Bona Fide *indebted to you in the ſum of* *and that you have not ſince been any ways paid or ſatisfied for the ſame, or any part thereof.*

Debts muſt be proved upon Oath by the Creditors, as followeth.

Let every man ſubſcribe his Debt.

Be ſure to obſerve and enquire if the Debts were contracted during the Trade.

A Warrant from the Commiſſioners for Witneſſes.

WHereas the King and Queens Majeſties Commiſſion under the Great Seal of *England*, bearing date the, *&c.* laſt paſt at *Weſtminſter*, grounded upon the ſeveral Statutes made concerning Bankrupts, hath been awarded againſt *P. C.* of *&c.* and directed to us, who have hereunto ſubſcribed our Names, and put our Seals; and to *J. W. &c.* (*here name the reſt of the Commiſſioners*) and we being the major part of the Commiſſioners therein named, having taken upon us the execution of the ſaid Commiſſion;

and

and it appearing to us, upon good and ſufficient proof, That the ſaid *P. C.* hath for ſeveral years laſt paſt gained his living by buying and ſelling of Goods and Merchandiſes, and thereby became indebted to ſeveral perſons in the ſum of one hundred pounds and upwards; and whereas upon good and ſufficient proof to us made, we have adjudged the ſaid *P. C.* to be a Bankrupt to all intents and purpoſes, within the true intent and meaning of the ſaid ſeveral Statutes made againſt Bankrupts, ſome, or one of them, before the ſuing forth of the ſaid Commiſſion. And whereas we are credibly informed, that you whoſe Names are here inſerted, are neceſſary Witneſſes for the diſcovery of the ſaid *P. C.* and his Eſtate: Theſe are therefore in their Majeſties Names, and by virtue of the Statutes and Commiſſion aforeſaid, to Will, Require, Charge and Command you, and every of you, whoſe Names are here inſerted; That you be, and perſonally appear before us, at the Houſe of *D. E.* ſcituate, *&c.* upon the day of this inſtant Month of by eight of the Clock of the ſame day; then, and there to Anſwer ſuch Queſtions and Interrogatories as ſhall be then, and there demanded of you, and adminiſtred to you concerning the ſaid *P. C.* and his Eſtate; whereof you are not to fail, under the penalties, in and by the ſaid Acts provided againſt Contemners of the ſaid Authority. Given, *&c.*

Ha-

Having ſerved thoſe Perſons you int
for Witneſſes with this, leave an
ſtract of it in Writing with them ſ
rally. As thus,

A. B.

YOU are hereby ſummoned perſo
ly to be, and appear before the C
miſſioners, on the da
inſtant by eight of the Cloc
the Forenoon, at the i
in the County of, *&c.* concerning a C
miſſion of Bankrupcy in proſecution ag
P. C. of, *&c.* And hereof you are no
fail at your peril. Dated, *&c.*

F. A
C. H
B. H

A Warrant to Commit a Perſon to the Gaol refuſeth to be ſworn, and to Anſwer Int gatories.

WHereas their Majeſties Commi
under the Great Seal of *Engl*
bearing date the day of
laſt paſt, at *Weſtminſter*, grounded upon
ſeveral Statutes concerning Bankrupts, h
been awarded againſt *P. C.* of, *&c.* dir
ed to us, who have hereunto put our S

d ſubſcribed our Names, and to *J. W. &c.*
d we being the major part of the Com-
ſſioners therein named, having taken up-
n us the execution of the ſame Commiſſi-
n; and it appearing to us upon good and
fficient proof, That the ſaid *P. C.* hath
r ſeveral years laſt paſt ſought his liveli-
od by buying and ſelling of Goods And
erchandiſes, and thereby become in-
bted to ſeveral perſons in the ſum of
e thouſand pounds and upwards; and
hereas upon good and ſufficient proof to
made, we have adjudged the ſaid *P. C.*
Bankrupt, to all intents and purpoſes,
thin the true intent and meaning of the
d ſeveral Statutes made againſt Bankrupts,
me, or one of them, before the Date,
d ſuing forth of the ſame Commiſſion;
nd whereas *J. S.* was ſuſpected to have im-
ſhed, concealed and ſecretly diſpoſed of a
eat part of the Goods and Eſtate of the
id *P. C.* and was duly ſummoned to appear
fore us; but hath made default in con-
mpt of our Authority; but at length com-
g and appearing before us, we then ſitting
execution of the ſaid Commiſſion, did
ſtinately refuſe to be ſworn, and make
nſwer to ſuch Interrogatories and Queſti-
s, as we, by virtue of the ſaid Commiſſi-
, required him to anſwer unto concern-
g the ſaid *P. C.* and his Eſtate, accord-
g to the true meaning of the ſaid Statutes,
r the diſcovering the Eſtate of the ſaid
. C In contempt of the ſaid Statutes,
nd of the Commiſſion aforeſaid, and the

Au-

Authority thereby to us given. Thefe therefore to Will, Require and Autho you, and every of you, immediately u receipt hereof, to Apprehend, Arreſt, to take into your Cuſtody the Body of ſaid *J. S.* and him ſafely to convey to Majeſties Gaol for the County of *Midd* and him there to deliver to the Keep the ſaid Gaol, who is hereby Required Authorized by virtue of the ſaid Com ſion and Statutes aforeſaid, to receive ſaid *J. S.* into his Cuſtody, and him ſa to keep and detain, without Bail or M priſe, until he ſhall conform himſelf t Authority, and be thence delivered by courſe of Law. And for his, and yo doing, this ſhall be your ſufficient War Given under our Hands and Seals, the day of, *&c.*

The Form of a Proclamation.

O *Yes, Oyes, Oyes*, the King and Q Majeſties do ſtraitly Charge Command *P. C.* late of that he the day of this Inſtant, *&c.* do his Body before *F. A.* Eſq; *&c.* their M ſties Commiſſioners, named and appoi for the execution of the Statutes of B rupts againſt the ſaid *P. C.* or the major of them that ſhall be then preſent a Houſe of *D. E. &c.* upon the Pains and in the ſaid Statutes in that Caſe made, vided and appointed.

God ſave the King and Queen.

Bill to ſuperſede a Commiſſion granted againſt a Saleſman upon the Statutes againſt Bankrupts, for that his Debts amounting to no more than 50 l. are not within the true meaning of any of the ſaid Statutes.

To the Right Honourable Sir John Somers, *Knight, Lord Keeper of the Great Seal of* England.

MOST humbly ſheweth unto your Good Lordſhip, your daily Ora- rs *P. C.* of the Pariſh of St. *Sepulchers* the County of *Middleſex*, Saleſman, and . *P.* of he ſaid Pariſh and County, Corn- andler, That your ſaid Orator *P. C.* for di- rs years laſt paſt, did uſe and exerciſe the id Trade of a Saleſman in the ſaid Coun- of *Middleſex*, and alſo had ſeveral deal- gs and tradings with divers Perſons in ſe- ral Counties within the Realm of *England* d Dominions thereof whereby; your Orator d gain to himſelf conſiderable profit and vantage, and a competent maintenance for mſelf and family, and lived very credibly the reputation thereof. And your Ora- r *P. C.* further ſheweth unto your Good rdſhip, that amongſt ſuch as your Ora- r dealt with for Goods and Merchandiſes the carrying on his ſaid Trade, your rator did particularly deal with *J. P.* and . *M.* Citiſens and Drapers of *London*, who rniſhed your Orator with ſeveral Goods and

and Merchandiſes, in their ſaid
Trade, and for which your Orator
and ſatisfie them, or for the greate
thereof, after the ſame were delivere
your Orator. And your ſaid Orator
further ſheweth unto your Good Lo
that ſome time before *Michaelmas*,
was in the Year of our Lord one Th
ſix Hundred Ninety and one, the ſai
and *R. M.* having by them in their ſa
of Trade, ſeveral Pieces and Parcels
licoes and other Manufactories called
red Peelings, as they diſtinguiſh the
unto your Orator, and being min
part with the ſame, they ſent in the
unto your Orator, without any pa
agreement made with them by your
for the Rates and Priſes thereof; An
Orator well hoped, that they would
wards have applied themſelves to yo
tor to have agreed with your Orator
Priſes thereof, without troubling yo
tor about the ſame with Suits in L
other Moleſtations for the ſame; Yo
tor having in all his dealings with
precedent to ſuch delivery, very fa
and honeſtly paid and ſatisfied the ſai
and *R. M.* for what Goods or Merch
your Orator had bought of them, a
very friendly manner hath by himſ
others made frequent applications to
J. P. and *R. M.* to obtain the Accou
your Orator of ſuch Monies as the
received of your Orator, and to pa
what was, or ſhould be found juſtly

owing to them, or either of them from your Orator, which they on ſuch your Orators applications, did very frequently promiſe to do accordingly, and your Orator had his dependance thereon. But now ſo it is, may it pleaſe your Good Lordſhip, that the ſaid *J. P.* and *R. H.* combining and confederating themſelves together, and entring into a Combination and Confederacy with divers others, and particularly with *S. D. F. A. C. H.* Eſquires, *B. H. J. W.* and *R. W.* Gent. and perſons unknown to your Orators, whoſe Names, when diſcovered, your Orator prays leave to inſert their names into this your Orators Bill of Complaint, with apt words to charge them with ſuch their Combination and Confederacy; They the ſaid *J. P.* and *R. M.* in purſuance of ſuch their Combination, endeavouring and malitiouſly contriving the ruin of your Orator and his Family, have refuſed to come to an Account with your Orator *P. C.* for ſuch Goods and Merchandiſes as they have ſold and delivered unto your ſaid Orator, and for the Monies they have received, for, and towards ſatisfaction of the ſame, but have injuſtly cauſed your Orator *P. C.* to be Arreſted and Proſecuted with heavy and oppreſſive Actions for the ſame, and give out Speeches, that foraſmuch as your Orator is not able to defend himſelf againſt ſuch their proceedings, they will ruin your Orator, and ſeiſe on all your Orators Goods and Credits. And for that purpoſe, and to the end the ſaid Confederates may bring about

about and compaſs ſuch their deſigns a
evil machinations, they have given out
Speeches, that your ſaid Orator *P. C.* is
come a Bankrupt within the intent and
meaning of the ſeveral Statutes made aga
Bankrupts, ſome, or one of them; and
ſuch Grounds and Speeches as they have
ven out, and by a falſe and fraudulent
geſtion, that your ſaid Orator *P.C.* is
debted to them in great and conſid
ble ſums of Mony, they have obta
from your Lordſhip their Majeſties C
miſſion under the Great Seal of *Engl*
(grounded on the ſaid ſeveral Statutes
againſt Bankrupts) againſt your ſaid Or
and under colour thereof they have
vailed with the ſaid *F. A. C. H. B. H.*
and *R. W.* or ſome of them, Perſons
are nominated by your Lordſhip as C
miſſioners therein, to aſſign unto them,
one of them, or ſome other in truſt
them, or one of them, all your Or
Books of Account, Notes, Receipts, Bi
Parcels, Bonds and ſeveral Papers of
counts, Goods, Chattels and Perſonal Eſ
as well thoſe which were in the poſſeſſio
your Orator, as in truſt for others: A
your Orators had given poſſeſſion of pa
your Orators Houſe, and particularly
Goods and Chattels of your Orator,
pretending them to be your Orator *P.*
and now proſecute your Orator *H. P.*
veral Actions at Law for the ſaid G
and other Goods, pretending them a
be the Goods of the ſaid *P. C.* Whereas

well knew, that your ſaid Orator *P. C.* had no intereſt or property, but a bare poſſeſſion of the ſame, and although the ſaid Goods and Chattels, which they have ſo ſeiſed and poſſeſſed themſelves of, by virtue of ſuch Aſſignment from the ſaid Commiſſioners be of a very great and conſiderable value, the ſame being worth, to be ſold, ſeveral hundred pounds; yet they to defeat and defraud your Orator of the ſame, give out in Speeches that the ſame are of little or no value, and ſuch as will not pay or ſatisfie ſuch their malitious and groundleſs Proceedings againſt your Orator in the charge and expence thereof, threatning not only to expoſe the ſame to ſale by virtue of ſuch their Authority, but they will alſo collect, and compound, and gather in all the reſt of your Orator *P. C*'s Effects, and will apply the ſame to the charge of Executing ſuch Commiſſion; and that they will not only charge the Perſon of your Orator with their pretended Debts, but they will ſo for ever diſable your Orator from dealing and trading again in any thing whereby he may get a Livelihood for himſelf and Family, and by ſuch their Oppreſſions they have cauſed your Orator to be committed Priſoner to the *Fleet*, whereas in truth the ſaid Confederates do very well in their Conſciences know, that theſe their violent Proceedings againſt your Orator *P. C.* are very unjuſt, unrighteous and contrary to Equity, your ſaid Orator not being indebted to them, or either of them, but in a very ſmall

about and compaſs ſuch their deſigns a
evil machinations, they have given out
Speeches, that your ſaid Orator *P. C.* is
come a Bankrupt within the intent and
meaning of the ſeveral Statutes made aga
Bankrupts, ſome, or one of them; and
ſuch Grounds and Speeches as they have
ven out, and by a falſe and fraudulent
geſtion, that your ſaid Orator *P.C.* is
debted to them in great and conſid
ble ſums of Mony, they have obta
from your Lordſhip their Majeſties C
miſſion under the Great Seal of *Engl*
(grounded on the ſaid ſeveral Statutes m
againſt Bankrupts) againſt your ſaid Or
and under colour thereof they have
vailed with the ſaid *F. A. C. H. B. H.*
and *R. W.* or ſome of them, Perſons
are nominated by your Lordſhip as C
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one of them, or ſome other in truſt
them, or one of them, all your Or
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Parcels, Bonds and ſeveral Papers of
counts, Goods, Chattels and Perſonal Eff
as well thoſe which were in the poſſeſſio
your Orator, as in truſt for others: An
your Orators had given poſſeſſion of pa
your Orators Houſe, and particularly
Goods and Chattels of your Orator,
pretending them to be your Orator *P.*
and now proſecute your Orator *H. P.* i
veral Actions at Law for the ſaid Go
and other Goods, pretending them all
be the Goods of the ſaid *P. C.* Whereas

well knew, that your ſaid Orator *P. C.* had no intereſt or property, but a bare poſſeſſion of the ſame, and although the ſaid Goods and Chattels, which they have ſo ſeiſed and poſſeſſed themſelves of, by virtue of ſuch Aſſignment from the ſaid Commiſſioners be of a very great and conſiderable value, the ſame being worth, to be ſold, ſeveral hundred pounds; yet they to defeat and defraud your Orator of the ſame, give out in Speeches that the ſame are of little or no value, and ſuch as will not pay or ſatisfie ſuch their malitious and groundleſs Proceedings againſt your Orator in the charge and expence thereof, threatning not only to expoſe the ſame to ſale by virtue of ſuch their Authority, but they will alſo collect, and compound, and gather in all the reſt of your Orator *P. C*'s Effects, and will apply the ſame to the charge of Executing ſuch Commiſſion; and that they will not only charge the Perſon of your Orator with their pretended Debts, but they will ſo for ever diſable your Orator from dealing and trading again in any thing whereby he may get a Livelihood for himſelf and Family, and by ſuch their Oppreſſions they have cauſed your Orator to be committed Priſoner to the *Fleet*, whereas in truth the ſaid Confederates do very well in their Conſciences know, that theſe their violent Proceedings againſt your Orator *P. C.* are very unjuſt, unrighteous and contrary to Equity, your ſaid Orator not being indebted to them, or either of them, but in a very ſmall

and inconſiderable ſum of Mony, and ſuch
is not within the compaſs, intent and
meaning of the ſaid ſeveral Statutes
concerning Bankrupts for the obtaining
Commiſſion thereupon; nor is your Or
tor become a Bankrupt within the intent
meaning of them, or either of them; b
the ſaid Commiſſion hath been obtain
from your Lordſhip by them the ſaid C
federates or their Adherents upon evil a
falſe ſurmiſes to your Lordſhip; your O
tor *P. C.* not being indebted to them, or
ther of them upon a juſt and fair Accou
in more than the ſum of fifty pounds,
what they give out in Speeches be true,
the Grounds and Pretences on which th
have obtained the ſaid Commiſſion be e
mined (as in Juſtice and Equity they ou
to be.) And foraſmuch as ſuch the P
ceedings of the ſaid Confederates cannot
ſtaid or regulated, but by the Aid and A
ſiſtance of your Lordſhip in this High a
Honourable Court; and if they be proce
ed in, will tend to the utter ruin of yo
Orator *P. C.* and he is rendred remedileſs
the Common Law: To the end therefo
that your Orator may be relieved in
and ſingular the ſaid Premiſſes, and th
the ſaid Commiſſion of Bankrupt may be
perſeded upon a juſt and fair Account
be made between your Orator *P. C.* and t
ſaid Confederates *J. P.* and *R. M.* and
proceedings at Law againſt your ſaid Ora
ſtaid till the ſtating and ſetling the ſaid A
count; and that your Orators may hav
tr

true and juſt Account of all the Books of Account, Notes, Receipts, Bills of Parcels, Bonds and all Papers of Accounts, Goods, Chattels, Rights and Credits, which they the ſaid Confederates have ſeiſed, received, had or taken by virtue of the ſaid Commiſſion, or any Agreement or Proceedings thereon: And that the ſaid Confederates, *F. A. C. H. B. H. J. W.* and *R. W. J. P.* and *R. M.* may make reſtitution of the ſame unto your Orators, together with a ſatisfaction for ſuch their undue, illegal and unjuſt proceedings againſt your Orator *P. C.* as to the ſaid Commiſſion and the proceedings thereon. And that the ſaid Confederates, to the end your Orator may be the better enabled to obtain a Superſedeas on the ſaid Commiſſion, may upon their Corporal Oaths ſet forth and diſcover in what Sum or Sums of Mony your Orator *P. C.* was *bona fide* indebted to them, or either of them at *Michaelmas* now laſt paſt, or at any time before their, or either of their ſuing forth the ſaid Commiſſion, and how, and for what the ſame became due or owing to them; and may alſo give a juſt and true Account of all ſuch Monies as they, or either of them have at any time or times received of your Orator, and for what, and may come to a fair Account with your Orator; and that the ſaid *J. P.* may ſet forth and diſcover in what manner the ſaid laſt mentioned Goods came to your Orator, and the true values thereof; and whether the ſame were not damnified Goods at the time they

were ſo delivered unto your Orator or his uſe, or what Contract or Agreement your Orator made with them, or either of them for the ſame, and when; and that they may ſet forth the date of the ſaid Commiſſion ſo obtained againſt your Orator *P. C.* and who are the Commiſſioners nominated in the ſame, and where they live, and by what Authority they ſeiſed on your Orators ſaid Goods, and what ſales and diſpoſals they have made thereof, and to whom, and for what values: And that they the ſaid Confederates may upon their Oaths diſcover upon what Grounds or Facts they proceeded to make your Orator *P. C.* a Bankrupt within the ſaid Statutes, with the times of ſuch facts committed, and the natures thereof, and who are the Witneſſes to the ſame, and where they live and may be found. And that the ſaid *J. P.* may ſet forth and diſcover whether he did not come to an Account with your Orator *P. C*'s Wife for what Mony was due and owing to him in the year 1688. and whether your Orator *P. C.* together with *B. H.* did not jointly or ſeverally become bound in ſeveral Bonds to him the ſaid *J. P.* for what was then due to him; and that he may ſet forth in how many Bonds they, or either of them became bound unto him the ſaid *J. P.* and in what ſums of Mony, and when payable; and if he hath not received all the monies due on the ſaid Bonds; and that he may particularly anſwer, whether the firſt of the ſaid Bonds became not due and payable in

in or about *April* 1688. or the latter end of *March* preceeding; and the laſt Bond payable in *March* or *April* in the year 1689. or at any other time, and when: And that the ſaid Confederates may ſet forth whether they, ſome, or one of them, or ſome other for their uſe, or with their privity, have not in their Cuſtody the ſaid ſeveral Bonds or Obligations, which they took at the time they ſeiſed on your Orators ſaid Goods. And that the ſaid *J. P.* may ſet forth whether he did not in or about *March* 1690. or at ſome other time come to your Orator *P. C*'s Wife, and prevail with her to trade and deal further with him the ſaid *P.* And that he may ſet forth, whether he did not on ſuch prevailing with her, ſend unto your Orators Wife the ſeveral Calicoes and Peelings, for which he now pretends your ſaid Orator to be indebted to him, without any Bargain or Contract made for the Prices of the ſame, and whether he did not ſend them in for good and ſound Goods, and ſo charged the Prices thereof: And whether the ſaid *P.* or ſome Perſon or Perſons, by his Order, did not cauſe the ſaid Peelings to be dyed of ſeveral Colours after they came to his Hands or Cuſtody, or any, and what parcel of them; and may alſo ſet forth the time or times when he ſent in the ſame to your Orator: And that he may ſet forth and diſcover whether ſome Perſon from your Orator *P. C.* and on his behalf did not bring back to him the ſaid *J. P.* ſeveral Parcels of the ſaid Goods

ſo delivered and ſent in, and complain that they were damaged Goods; and whether he did not refuſe to receive the ſame, telling the ſaid Perſon who ſo brought them, that if your Orators Wife would diſpoſe thereof, he would allow for their damage, or to that effect: And that he may ſet forth and diſcover, whether when your Orator deſired him to come to an Account for the ſaid Goods, and to allow for the ſaid damaged Goods, he did not refuſe the ſame; and threatned to ruin your ſaid Orator *P. C.* and his Family if he would not pay his own Rates for the ſaid Goods; and whether he did, notwithſtanding your Orator offered to come to ſuch a fair Account, cauſe your Orator to be Arreſted and run into Priſon for the ſame, refuſing to accept of ſufficient Bail on ſuch Arreſt, though the ſaid *P.* at the time of your Orators Arreſt proffered to take either of the ſaid Perſons bound for the Debts, but abſolutely refuſed to take their Bail to the Account. And that the ſaid Defendant *S. D.* may ſet forth, whether twenty four ſhillings apiece for the ſaid flowred Peelings were the prices of damaged Goods, at the time when they were ſent or delivered to your Orator *C.* or his Wife. And that the ſaid *G. D.* may ſet forth and diſcover in what ſum or ſums of Mony your Orator *P. C.* was indebted to the ſaid *R. M.* in the beginning of *June*, in the year 1690. and for what, and what Goods or Merchandiſes the ſaid *G. D.* delivered to your Orator on Account of or for the ſaid *M.*

before

before the foreſaid Month of *June* 1690. and how he came to have the knowledge thereof; and whether he was privy to the delivery, ſale or contract of, or for any Goods for which your ſaid Orators became ſo indebted to the ſaid *M.* And that he may ſet forth and diſcover what Goods he the ſaid *D.* delivered to your Orator or his Wife, or ſent in to them, or either of them ſince *June* 1690. and the particular times when, and the particular of ſuch Goods, and whether the ſame were ſo delivered on Credit, or paid for. And that the ſaid *R. M.* may ſet forth and diſcover in what ſum and ſums of Mony your Orator *P. C.* was indebted unto him in the Month of *June* 1690. And what Goods your ſaid Orator or his Wife have had ſince that time, the times when, and the particulars of ſuch Goods, and the prices thereof. And that the ſaid *R. M.* may ſet forth and diſcover whether he did not inform your Orator *P. C*'s Wife, that the other Defendant *P.* informed him the ſaid Defendant *M.* that the ſaid flowred Peelings were good and ſound Goods, and as they came to him the ſaid *P.* from beyond the Seas, and not Coloured, Dyed nor Damaged when they were ſent or delivered unto your Orator. And that the ſaid *S. D.* may ſet forth and diſcover what Mony he the ſaid *D.* hath at any time or times received of your Orator *P. C.* or his Wife ſince *March*, in the year 1690. for the uſe of the ſaid *J. P.* And that the ſaid *S. D.* may ſet forth and

diſcover what he knows touching the matters aforeſaid in this your Orators Bill, and may particularly anſwer to all the values of the ſaid laſt mentioned Goods, and the delivery thereof, and what condition the ſaid Goods of the ſaid *J. P.* were in at the time of their delivery; and whether the ſame were not damaged Goods, and in reſpect thereof of ſmall value: And that all and every the ſaid Confederates may alſo ſet forth and diſcover what Books of Account, Notes, Bonds, Receipts, Bills of Parcels or other Papers of Accounts have come to their, or either of their Hands or Cuſtody that belonged to your Orator, and in whoſe Cuſtody they now are; and may ſet forth the Dates and Contents thereof. And that your Orators may upon a full diſcovery of the whole matter charged in this your Orators Bill, be relieved according to Equity. May it pleaſe your Lordſhips to grant unto your Orators their Majeſties moſt Gracious Writ or Writs of Subpœna to be deliverd to the ſaid *F. A. C. H. B. H. J. W. R. W. J. P. R. M. G. D.* and *S. D.* and ſuch other of the Confederates, when diſcovered, thereby ſtrictly charging and commanding them at a certain Day, and under a certain Pain, therein to be limited, perſonally to be and appear before your Lordſhips in this High and Honourable Court, then, and there upon their ſeveral and reſpective Corporal Oaths true Anſwer to make to all and ſingular the Premiſſes. And that they the ſaid Confederates may abide ſuch

Order

Order and Decree therein as to your Lordſhips ſhall ſeem meet and agreeable to Equity and Good Conſcience. And your Orators ſhall ever pray, *&c.*

Tho. Pudſey.

Charitable Uſes.

Exceptions taken to a Decree, made on an Inquiſition mentioned therein, taken by Commiſſioners, purſuant to the Statute of 43 Eliz. *concerning Charitable Uſes.*

EXceptions taken by *W. H. J. K. W. C. R. H.* Gent' *W. B. J. H. C. H. J. H. J. P. T. B. C. H.* Sen' and *W. H.* Jun' to the Decree dated the 13*th* day of *January*, in the 15*th* year of the Reign of our Lord and Lady, *William* and *Mary*, by the Grace of God, of *England*, *Scotland*, *France* and *Ireland*, King and Queen, Defenders of the Faith, *&c.* and which is mentioned to be made at *C.* on the Inquiſition therein mentioned, by Sir. *C. H.* Baronet. *W. C.* Doctor of Laws, *J. C.* and *C. R.* Doctors in Divinity, and *G. W.* Eſq; *W. L.* Jun' *T. D.* Eſq; *T. D.* and *J. J.* Gentlemen, Commiſſioners (amongſt others) appointed to enquire upon the Statute of Charitable Uſes, made in the forty third year of the Reign

Reign of Queen *Elizabeth* : By which
Decree the ſaid Commiſſioners have
creed, That the ſaid Exceptants (the
ſent Feoffees of the Lands and Here
ments, Given and Deviſed by the Laſt
and Teſtament of *W. S.* deceaſed, to,
for the Uſes in the ſaid Will mention
with *T.H.* and *J.B.* who are long ſince de
ſhould within one Month, next after no
of the ſaid Decree, make a Deed of Fe
ment, or Conveyance, of the ſaid La
and Premiſſes, to the fifteen Perſons in
ſaid Decree named, whereof the be
named Commiſſioners *G. W. W. L.* and *T.*
are three; And that when the grea
number of them the ſaid New Feoffees
dead, the Survivors ſhould make a N
Feoffment of the ſaid Premiſſes to two
Perſons, as they ſhould chooſe, who ſh
Enfeoff ſuch others as ſhould be named,
appointed to them by the Vicar of *H.*
the *Owner* of the *Chauntrey Lands*, for
Time being. And that theſe Excepta
and the ſaid *T. H.* and *J. B.* decea
ſhould within one Month, next after
tice of the ſaid Decree, pay unto the
Perſons named for New Feoffees, the
of ſeventy pounds, thereby pretended
have been miſimployed by the ſaid *Excepta*
and the ſaid *T. H.* and *J. B.* and the
of nineteen pounds nineteen ſhillings
five pence half peny remaining in th
hands. And that, upon Receipt of the
Mony, twenty pounds ſhould be laid up
a Stock; and for the reſt of the Rents

Pro

rofits of the Premiſſes, then after to be re-
eived, the ſaid New Feoffees, for the Re-
eiving thereof, ſhould chooſe and appoint
Bailiff, on his ſecurity to the new Feoffees,
o make a true and juſt Account thereof unto
hem once a year; And if he ſhould not
uly diſcharge his Office, then the ſaid
lew Feoffees ſhould put him out, and chooſe
nother whom they ſhould approve of.
nd that theſe Exceptants, with the ſaid
H. and *J. B.* at the time of the Feoff-
ment to the New Feoffees ſhould deliver
nto the ſaid New Feoffees all ſuch Deeds,
Writings and Books of Account, as belong
o, or concern any of the ſaid Premiſſes;
nd that in every Leaſe hereafter to be
ade of the ſaid Premiſſes, or any part
hereof, by the Feoffees for the time being,
here ſhould be reſerved the true yearly va-
e thereof. And that no Leaſe, hereafter
o be made of the Premiſſes, ſhould be made
ut in Poſſeſſion, and not to exceed one
nd twenty years, after making of the
ame; as by the ſaid Decree may appear.

To which ſaid *Decree* the ſaid *Exceptants* do Except.

Firſt Exception.

That the Decree is founded upon a Suggeſt
That the Exceptants (with others ſince de
did Miſimploy in general *certain Monies*
ceived by them, on account of the D
Charity; without aſſigning in particul
wherein, or for what.

FIrſt, For that the ſaid *Commiſſioners* h
thereby *Adjudged*, and *Decreed* that t
Exceptants with the ſaid *T. H.* and *J. B.* w
died about three years ſince, ſhould
the ſaid ſeventy pounds, thereby intend
in general, to be *miſimployed* by theſe E
ceptants, without *ſhewing*, or *ſetting f*
either in or by the ſaid *Decree*, or the
quiſition therein mentioned, *any thing* in
ticular, or *any one particular* wherein,
whereby any ſuch *pretended Miſimploym*
was, or is; and which *Suggeſtion* of a *M*
imployment in *general*, without *aſſigning*
particular wherein, or for what it was, n
ther can, or ought to be, any *Ground*,
Warrant for any ſuch *Decree*, or to char
theſe *Exceptants*; Neither can theſe E
ceptants, or any Perſon, or Perſons, again
whom ſuch *Decree* is, or ſhall be mad
make any *Defence* againſt, or *Free*, or *A*
quit themſelves, or Except againſt the ſam
at leaſt in particular, there being no *par*
cular Head, or *Item*, whereon to make th
ſame; And whereon theſe *Exceptants* d

Rely and *Insist*, and (under favour) ought to be *discharged* of, and from the same, without any further *Defence*, or Exception; Though they have really and truly *laid out*, and *expended*, *all* the *Monies* they ever *received* on *account* of the said *W. S.* his said *Charity-Will* and *Devise*, according to the said Will, and which, if requisite, they can fully make appear; and which also doth, and will so appear by their Books of their Accounts thereof, which some of the said *Commissioners*, to whom they produced the same, or their Clerks, or *A. S.* Esq; that Prosecuted the said Decree, to bring some of the Lands in his and his Tenants Occupation within the benefit of the said *Donors* said *Will*, which doth expresly Except and Exclude the same, have, or hath in their, or one of their Hands and Custody, and refuse to deliver the same to these Exceptants, whose Property, Evidence and Voucher the same is. And there being no misimployment, at least in particular appearing by the said Decree to be in these Exceptants, nor in truth was, these Exceptants ought not to make any new Feoffment thereof, at least until their number be reduced to five, as the said Donor by his Will, and the Decree, herein after mentioned, appointed.

Second

Second Exception.

That this laſt Decree is as well contrad to the Donors Will, as to a Decree mad cerning his Charity thereby given, 20 1640.

THE ſaid Exceptants alſo Except ag the ſaid Decree, for that as well Donors ſaid Will appointed, as by a De heretofore (that is to ſay) on the three twentieth day of *January*, in the yea our Lord 1640. then made on a Commi for Charitable Uſes on the ſaid Statute *R. F. E. C. C. R.* and *J. T.* and returned and remaining in this Court; Where was Decreed, That the old Feoffees, of for the ſaid Donors Gift, when their nu was reduced to five, ſhould make a Feoffment, and not before; as thereby appear. And theſe Exceptants being t in all, ought not to have the ſaid Tru ken from them, the ſaid Former Decre well as the ſaid Will having ſo eſtabli the ſame, as aforeſaid, and which ne can, nor ought to be altered by a ſe Decree, on a Commiſſion upon the ſaid tute for Charitable Uſes; though no this laſt Decree ſo ſought for to be Dec as for the other things which were by ſaid former Decree decreed, and whic admitted, would be endleſs, and intro a way for one Decree to alter a former

the ſame Statute, which ought not to be done on a Commiſſion for Charitable Uſes.

Third Exception.

That the Exceptants are falſly charged by the laſt Decree, with having ſeveral ſums of Mony in their hands, ariſing from the Revenue of the Donors Charity; when as they have laid out all but 19 *l.* &c. *according to the Direction of the Decree made in* 1640.

THE ſaid Exceptants do likewiſe Except againſt the ſaid Decree, for that theſe Exceptants have none of the Mony, or Revenues of the ſaid Lands and Tenements, given by the ſaid Will, in their hands, except the ſaid 19 *l.* 19 *s.* and 5 *d. ob.* but have laid out the ſame, and, in manner, as all their Predeceſſors have done, ever ſince, and before, the ſaid firſt Decree was made; which found no fault therewith, nor was there any reaſon for them ſo to have done: And yet the ſaid now laſt Decree hath decreed the ſame, and the Exceptants to pay the ſaid 70 *l.* when as they have no part thereof in their hands; and if they had any, they humbly conceive, and are adviſed, that ſo much thereof, as relates to Taxes and Subſidies, is not within the ſaid Statute; neither ought the ſaid laſt Decree to have made three of the ſaid Commiſſioners to be New Feoffees, as it hath done.

Fourth

Fourth Exception.

That the laſt Decree is mentioned to be m
at C. *in* Jan. 1693. *by ſeven Perſons,*
of whom was not preſent, nor none of
Commiſſioners, that by the Body of the De
is mentioned to make the ſame, or to jo
the making thereof: And that others of
ſaid Commiſſioners that were preſent at
Hearing and Debating of the Matters
which the ſaid Decree was made, did re
to join in the making of the ſame.

THE ſaid Exceptants do alſo Exc
againſt the ſaid Decree, for that i
thereby mentioned in and by the B
thereof to be made at C. on the 13*th*
of *January* 1693. by the ſaid Sir *C. H. W.*
J. C. C. R. G. W. W. L. junior, T. D. T.
and *J. J.* Whereas it is only ſigned a
ſealed by the ſaid Sir *C. H. W. C. C. R. G.*
W. L. and *T. D.* and by the ſaid Biſhop
E. who, as well as many others of the
Commiſſioners that ſo ſigned and ſealed
ſaid Decree, were not preſent at *C.* afo
ſaid, on the ſaid 13*th* day of *January*
paſt; And many others of the ſaid Comm
ſioners that heard, and were preſent at
hearing, and debating of the Matters
which the ſaid Decree was made, declin
and refuſed to join in the making the
Decree; And many of thoſe aforeſaid
ſigned the ſame, were obtained by the P
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ſecutor or Proſecutors thereof, to ſign the ſame ſingly, and after the ſaid 13*th* day of *January* laſt paſt; And the ſaid Lord Biſhop of *E.* that ſo ſigned the ſame, as aforeſaid, is none of the Commiſſioners, that by the Body of the ſaid Decree, is named or mentioned, to make the ſame, or to join in the making thereof.

Concluſion of the Exceptions.

WHerefore, and for the Reaſons, and upon the Grounds aforeſaid, theſe Exceptants do Except againſt the ſaid laſt Decree; and humbly pray that the ſame may be Reverſed and Diſcharged; And that the ſaid New Pretended Feoffees therein named, may upon Notice hereof Appear in this Court, and Anſwer the Premiſſes; And ſhew Cauſe, if they can, why the ſaid Decree ſhould not be Reverſed and Diſcharged.

Jam. Stedman.

Fourth Exception.

That the laſt Decree is mentioned to be m
at C. *in* Jan. 1693. *by ſeven Perſons,*
of whom was not preſent, nor none of
Commiſſioners, that by the Body of the De
is mentioned to make the ſame, or to joi
the making thereof: And that others of
ſaid Commiſſioners that were preſent at
Hearing and Debating of the Matters
which the ſaid Decree was made, did re
to join in the making of the ſame.

THE ſaid Exceptants do alſo Exc
againſt the ſaid Decree, for that it
thereby mentioned in and by the Bo
thereof to be made at C. on the 13*th* d
of *January* 1693. by the ſaid Sir *C. H. W.*
J. C. C. R. G. W. W. L. junior, T. D. T.
and *J. J.* Whereas it is only ſigned a
ſealed by the ſaid Sir *C. H. W. C. C. R. G.*
W. L. and *T. D.* and by the ſaid Biſhop
E. who, as well as many others of the ſa
Commiſſioners that ſo ſigned and ſealed t
ſaid Decree, were not preſent at *C.* afor
ſaid, on the ſaid 13*th* day of *January* l
paſt; And many others of the ſaid Comm
ſioners that heard, and were preſent at t
hearing, and debating of the Matters
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and refuſed to join in the making the ſa
Decree; And many of thoſe aforeſaid th
ſigned the ſame, were obtained by the Pr
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ſecutor or Proſecutors thereof, to ſign the ſame ſingly, and after the ſaid 13*th* day of *January* laſt paſt; And the ſaid Lord Biſhop of *E.* that ſo ſigned the ſame, as aforeſaid, is none of the Commiſſioners, that by the Body of the ſaid Decree, is named or mentioned, to make the ſame, or to join in the making thereof.

Concluſion of the Exceptions.

WHerefore, and for the Reaſons, and upon the Grounds aforeſaid, theſe Exceptants do Except againſt the ſaid laſt Decree; and humbly pray that the ſame may be Reverſed and Diſcharged; And that the ſaid New Pretended Feoffees therein named, may upon Notice hereof Appear in this Court, and Anſwer the Premiſſes; And ſhew Cauſe, if they can, why the ſaid Decree ſhould not be Reverſed and Diſcharged.

Jam. Stedman.

Anſwer to the Exceptions.

The Stile of the Reſpondents Anſwer.

THE Anſwer of *A. S.* Eſquire *Reſpondent* to the *Exceptions* taken by *W.* *J. K. W C. R. H.* Gent. *W. B. J. H. C.* *J. H. J. P. T. B. C. H.* Senior, and *W.* Junior, to the Decree dated the 13*th* day *January* in the Fifth Year of their now Majeſties Reign, made at *C.* on the Inquiſition therein mentioned by Sir *C. H.* Baron *W. C.* Doctor of Laws, *J. C.* and *C. R.* Doctors in Divinity, and *G. W.* Eſquire, *W.* Junior, *T. D.* Eſquire, *T. D.* and *J. J.* Gentlemen Commiſſioners (amongſt others) appointed to enquire upon the Statute of *Charitable Uſes*, made in the three and fortieth year of the Reign of Queen *Elizabeth*. By which *Decree* the ſaid *Commiſſioners* have *Decreed*, That the *preſent Feoffees*, in the ſaid *Decree* named, ſhall within one Month next after *Notice* of the ſaid *Decree*, make a Deed of Feoffment, or ſome other reaſonable Conveyance, as by Counſel ſhall be adviſed, of the Lands and Premiſſes in the ſaid Decree mentioned, unto *G. W.* and fourteen other Perſons in the ſaid Decree named, being all of them good men, and free of Birth; Which ſaid New Feoffees ſhall ſtand, and be ſeiſed of the ſaid Tenements and Premiſſes, to ſuch Uſes, In-

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ents and Purpoſes, as are appointed by the Will of *W. S.* in the ſaid Decree named. And that when the greater part of the New Feoffees ſhall be dead, Thoſe who ſurvive ſhall make a New Feoffment of the ſaid Lands and Tenements to two ſuch perſons as they ſhall chooſe, who ſhall Enfeoff ſuch others as ſhall be named and appointed to them by the Vicar of *H.* and the Owner of the Chauntrey Lands for the time being, as by the ſaid Will of the ſaid *W. S.* is directed. And alſo that the ſaid *Old Feoffees* ſhall, within the like time of one Month next after Notice of the ſaid Decree, pay or cauſe to be paid unto the ſaid New Feoffees thereby appointed, the ſum of 70 *l.* by them miſapplied, as by the Jurors is found; And alſo the ſum of 19 *l.* 19 s. 5 d. *ob.* according to their own Accounts remaining in their hands. And that upon the Receipt of the ſaid ſums of Mony by the New Feoffees there ſhall be the ſum of 20 *l.* laid up for a Stock according to the Direction of the ſaid Will, not to be Expended, unleſs great neceſſity required it; And for the reſt of the Rents and Profits of the ſaid Lands which hereafter ſhall be yearly received, the ſaid Commiſſioners did further Order and Decree, that immediately after the Feoffments ſhall be made to the ſaid New Feoffees, as aforeſaid; That the ſaid New Feoffees ſhall chooſe and appoint a Bailiff, or Rent-gatherer to receive and gather the Rents, Iſſues and Profits of the ſaid Premiſſes, who ſhall put in ſecurity to the ſaid Feoffees to

make a true and juſt Account, once every year, of the Rents and Monies by him to be received, to the ſaid Feoffees; And if the ſaid Bailiff, ſo choſen, ſhall not truly and faithfully diſcharge his Office, That then the ſaid Feoffees ſhall put him out, and chooſe another, whom they ſhall approve of, to be Bailiff in his ſtead. And it is further Decreed by the ſaid Commiſſioners, that the ſaid Old Feoffees ſhall, at the time of the ſaid Feoffment made unto the ſaid New Feoffees, as aforeſaid, Deliver up unto the ſaid New Feoffees all ſuch Deeds, Evidences, Writings and Books of Account, as belong to, or concern, any of the ſaid Lands, Tenements and Premiſſes. And that in every Leaſe thereafter to be made of the ſaid Meſuage, or Tenement and Premiſſes or any of them, by the ſaid Feoffees for the time being, there ſhall be reſerved the true yearly value thereof. And that no Leaſe, thereafter to be made of the ſaid Premiſſes, ſhall be made but in poſſeſſion, and not to exceed 21 years after the making of the ſame: as by the ſaid Decree may appear. And this *Reſpondent* ſaith, That the ſaid Exceptants being duly ſerved with the ſaid Decree, under Seal of this Honourable Court, did not perform the ſame, but for Delay have put in Exceptions thereunto, which this Reſpondent hopes this Honourable Court will not Countenance, but will Conſider of Coſts to be paid by the ſaid Exceptants in reſpect thereof.

Anſwer

Anſwer to the firſt Exception.

AND as to the ſaid Exceptants firſt Exception taken to the ſaid Decree, this Reſpondent ſaith, That the ſaid Exceptants being ſummoned to appear before the ſaid Commiſſioners, before the Inquiſition was taken, upon which the ſaid Decree is grounded; and appearing, and having produced their Books of Account touching their Receipts, and employing of the Charity in the ſaid Decree mentioned, and having delivered in a Schedule in Writing of their Diſburſments; This Reſpondent did, on the behalf of the Poor of *H.* and others concerned in the ſaid Charity, Except to ſeveral Particular Sums in the ſaid Account mentioned, as having been miſapplied, and miſimployed by the ſaid Exceptants, contrary to the Will of the ſaid *W. S.* the Particulars whereof amount to in the whole the ſum of 110 *l.* 2*s.* 2 *d.* and are ſet down, and mentioned in the Schedule hereunto annexed, intituled *the firſt Schedule*; The ſaid Particulars relating only to the Account of the ſaid Exceptants, for the ſeveral years, from the 20*th* day of *April* 1685. And upon hearing of the ſaid Exceptants, and their Councel touching the ſaid Account, and the ſaid Particular Items in the ſaid Schedule hereunto annexed mentioned, touching which Items this Reſpondent did Object, before the ſaid Commiſſioners, that thoſe ſums had been miſimployed by the ſaid Exceptants; The ſaid Commiſſioners after hearing and

examining the ſame, were ſatisfied, That the ſeveral Items, or Sums, in the other Schedule hereunto annexed, intituled the ſecond Schedule, amounting to 70 *l.* 8 *s.* 3 *d.* being part of the Items in the ſaid firſt Schedule mentioned, were miſimployed by the ſaid Exceptants; And thereupon the Jurors impanelled, and ſworn to enquire, and find the matter touching the ſaid Charity, did, after hearing the Evidence on both ſides, find, upon view of the ſaid Exceptants Books, and Conſideration had of the aforeſaid Items, That the ſaid Truſt was apparently broken, and that the ſaid Feoffees had, within eight years then laſt paſt, miſemployed 70 *l.* of the ſaid Monies, contrary to the intent and meaning of the ſaid Donor, being the Items and Particulars in the ſaid ſecond Schedule, hereunto annexed, mentioned. And the ſaid Jurors found, That, for two years then laſt paſt, the ſaid Exceptants had Let and Demiſed the ſaid Eſtate at four pounds by the year leſs than the value, and that over and above the ſaid 70 *l.* miſemployed, and the ſaid Eſtate ſo let at ſuch under-rent, as aforeſaid, the ſaid Exceptants had, according to their own Accounts, remaining in their hands *Michaelmas* 1692. 19 *l.* 19 *s.* 5 *d. ob.* as by the ſaid Inquiſition may appear. And the ſaid Commiſſioners, having heard the ſaid Exceptants and their Councel touching the Premiſſes, did make ſuch Decree, as aforeſaid. But this *Reſpondent* is adviſed, and doth inſiſt, That all the ſaid Items and

Sums,

Sums, in the ſaid firſt Schedule mentioned, were miſemployed by the ſaid Exceptants, contrary to the intent of the ſaid Donor, and the whole Sum of 110*l.* 2*s.* 2*d.* being the Amount of all the ſaid Items in ſaid ſecond Schedule mentioned, ought to have been found by the ſaid Jurors, as miſemployed by the ſaid Exceptants, and ought to have been Decreed by the ſaid Commiſſioners to be paid by the ſaid Exceptants, as alſo ſeveral other Sums by them miſemployed for divers years before the ſaid 20*th* of *April* 1685. And this Reſpondent humbly abides in the Judgment of this Honourable Court touching the ſame, and humbly prays that the ſaid Exceptants may be charged with, and Decreed to pay the ſaid ſum of 110*l.* 2*s.* 2*d.* and may alſo account for ſuch other Monies as by them have been miſemployed for divers years before the ſaid 20*th* of *April* 1685. And this Reſpondent ſaith, That as touching the ſum of 6*l.* by the ſaid Exceptants pretended to be paid yearly to a Woman for Teaching Children in *H.* it appears to be the more unjuſtly miſemployed by the ſaid Exceptants, not only contrary to the intent of the ſaid Donor, but for that there is another Charity of 20*l.* *per Annum* given to maintain a Schoolmaſter to teach Children there, in which Charity three of the ſaid Exceptants, *viz.* *R. H. J. H.* and *C. H.* Senior are Truſtees, but have alſo miſemployed that Charity for divers years; All which this Reſpondent humbly ſubmits to the Judg-

ment and Conſideration of this Honourable Court. And this Reſpondent is adviſed, That the ſaid Exceptants having been ſo heard by themſelves and their Counſel both by the ſaid Commiſſioners and the ſaid Jurors, touching the Premiſſes, and the ſaid Jurors having found the matter as aforeſaid, the ſaid Commiſſioners had juſt Cauſe to make ſuch Decree, as aforeſaid; And that the ſame is, for ſo much as is Decreed, well made, and grounded, without ſetting forth the Particulars wherein or whereby the ſaid Miſemployment was made, otherwiſe than as aforeſaid. And the ſaid Inquiſition being taken upon ſuch Proceedings, as aforeſaid, was, and is a ſufficient Ground, or Warrant for ſuch Decree to charge the ſaid Exceptants, as this Reſpondent is adviſed. And if the ſaid Exceptants can juſtifie, That their employing the ſaid Monies by them received, and in their Accounts mentioned to be diſburſed, was ſo diſburſed according and purſuant to the intent of the ſaid Donor, They may thereby make a ſufficient Defence, and free and acquit themſelves, but not otherwiſe. And though the ſaid Exceptants do pretend, That they have really and truly laid out and expended all the Monies they ever received on Account of the ſaid *W. S.* his ſaid Charity-Will and Deviſe, and which, as they pretend, they can, if requiſite, fully make appear; and which, as they pretend, appears by the Book of their Accounts: Yet this Reſpondent ſaith, That the ſaid Lands were underlet

61.

6*l. per Annum* leſs than they were formerly let for, and there was no reaſon for any Abatement; and in truth the ſeveral Items, in the Schedule hereunto annexed, mentioned, which are taken out of the ſaid Book, were not employed in the performance of the ſaid Charity, nor according to the Will and Deviſe of the ſaid *W. S.* the Donor. And the ſaid Jurors did upon good Ground, as this Reſpondent is adviſed, find the ſaid Truſt broken; and that the ſaid Exceptants had miſemployed 70*l.* of the ſaid Charity-mony received by the ſaid Exceptants. And this Reſpondent doth acknowledge the ſaid Decree to have the Donors Will performed, as near as may be, but not for any ſuch ſiniſter intent, or purpoſe, as by the ſaid Exception is ſuggeſted. And this Reſpondent doth deny, that he, or any of the ſaid Commiſſioners, or their Clerks, have the ſaid Book of Accounts in their Hands or Cuſtody; or that they refuſed to deliver the ſame to the ſaid Exceptants. But this Reſpondent doth Aver, That the ſaid Book, and all other the ſaid Exceptants Books, produced before the ſaid Commiſſioners, were delivered by the ſaid Commiſſioners Clerk to the Exceptant *R. H.* in this Reſpondents ſight, and preſence. And it having been found, as aforeſaid, That the ſaid Truſt was broken, and that the ſaid 70*l.* was miſemployed, as aforeſaid, and ſuch other Breach of Truſt, as aforeſaid, the ſaid Commiſſioners had good reaſon and ground, as this Reſpondent is adviſed,

to

to Decree ſuch New Feoffment, as a
ſaid, to be made; and the ſaid Excep
ought to have made the ſame, notw
ſtanding their number is not yet reduc
five, a Breach of Truſt appearing in
ſaid Truſtees. And this Reſpondent d
believe, that *T. H.* and *J. B.* died a
the time in the ſaid Exception mentio
But this Reſpondent inſiſts, that the
is not material to Invalidate the ſaid
cree.

Anſwer to the ſecond Exception.

AS to the ſaid Exceptants ſecond
ception taken to the ſaid Decree
Reſpondent ſaith, That the ſaid *W. S.*
by his Will direct, that after the deat
Margaret his Wife, and of his Son *W.*
the then Feoffees, or ſome of them, by
Adviſement and Requeſt of the Vicar,
Chauntrey Prieſt in the ſaid Will men
ned, ſhould make a New Deed of F
ment unto twelve honeſt, lawful and t
men, or more, being of good Name
free of Birth, to be named and choſe
the ſaid Town of *H.* or in other To
next adjoining to the ſame, of, and in all
ſingular the Lands, Tenements and
miſſes, in the ſaid Will mentioned,
their Appurtenances, to hold to them
their Heirs for ever. And that he did
ther Direct in and by his ſaid Will, T
at what time ſeven, or more to the

number ſhould be deceaſed, They that were alive ſhould make a Deed in Feeſimple of the ſaid Lands, Tenements and Premiſſes with their Appurtenances unto two Prieſts, or unto two other honeſt men of good fame, Freemen born, with two Prieſts or two honeſt Laymen, after peaceable Poſſeſſion, Livery and Seiſin taken, ſhould make a New Deed unto the ſame Feoffors, and to others with them new choſen, being honeſt men, credible, of good fame, and Freemen born, To have and to hold to them and their Aſſigns. And further Willed, That the Order by him made, and preſcribed by his ſaid Will, ſhould be obſerved, and kept always from time to time, in chooſing and naming New Feoffees, when the moſt part of the Old ſhould be deceaſed; And he further Directed by the ſaid Will, That the New-choſen Feoffees ſhall always, firſt, and before they meddle with the ſaid Lands and Tenements with the Appurtenances, give an Oath, and Corporally ſwear before the Vicar and Chauntrey Prieſt of the Aſſumption, with the conſent of the Elder Feoffees, That they, and every of them, unto their Power, without Covin, Fraud or Deceit, ſhall keep and obſerve all the Contents of his ſaid Will; And that they, nor any of them, ſhall not Turn, Expend, or Beſtow any Iſſues, Profits, Rents, or Mony ariſing, increaſing, coming, or growing out of the ſaid Lands and Premiſſes, to their own Uſes or Profits; And that they for their time, ſhall not lay to Pledge, Mortgage, nor

Alienate

Alienate any Parcel or Portion of the ſa
or any Thing thereto pertaining, as by
ſaid Will appeareth. And this Reſpon
further ſaith, That he believes, that be
the year of our Lord 1640. great Ab
and Miſemployment had been made
done touching the ſaid Charity; And
there was a Decree made touching the ſa
on or about the 23th day of *January* 1
as by the ſaid Exceptions is ſet forth:
it appears by the Record thereof, that
ſame was delivered in to this Honour
Court without any Commiſſion: And
Reſpondent upon ſearch finds, that Exc
ons were taken and filed to that Dec
and that the ſame proceeded no furt
nor was the ſame ſince performed, as
Reſpondent believeth. But this Reſpon
finds thereby, that it was Ordered by
Perſons named therein to be Commi
ners, that whenſoever the greater part
the Feoffees are dead, thoſe who ſur
ſhall make New Feoffments of the
Lands and Tenements to two ſuch Per
as they ſhall chooſe, who ſhall enfeoff
others as ſhall be named and appointed
them by the Vicar of *H.* for the time
ing and the preſent Owner of the Ch
trey Lands in *H.* according as is appoi
by the ſaid Will: But the ſaid Order or
cree is miſrecited in the ſaid Exception,
it doth not Decree that the Old Feoffee
and for the ſaid Donors Gift, when th
number was reduced to five, ſhould ma
New Feoffment, and not before, as this
ſpond

ondent believeth. But this Reſpondent ith, That the Commiſſioners for Charita- e Uſes, or this Court, may, upon good aſon appearing to them, either for breach Truſt, or for negligence of Feoffees in a harity, or for miſemployment of the Cha- y, all which in this Caſe to the ſaid Com- iſſioners and Jurors did appear, order ew Feoffees to be appointed, and a New eoffment to be made; And the Commiſſi- ners in the Decree againſt the ſaid Ex- eptants have, for very good reaſons ap- earing by the ſaid Inquiſition and Decree ainſt the ſaid Exceptants, ordered a New eoffment to be made, which the ſaid Ex- eptants ought to make, as this Reſpondent adviſed; And that there is nothing in the id Will, or the ſaid pretended former De- ree, which doth or can reſtrain the ſaid ew Commiſſioners from decreeing the ame; And the like Decree may be made ereafter if occaſion be, and juſt cauſe ap- ear for the ſame; and the ſame is ſo far rom being Inconvenient or Endleſs, that it very convenient that unfaithful Feoffees hould from time to time be removed, and New Feoffees appointed, and a New Feoff- ment be decreed on a Commiſſion for Charitable Uſes, as the Caſe ſhall happen.

Anſwer

Answer to the third Exception.

AS to the third Exception taken by ſaid Exceptants to the ſaid Dec this Reſpondent ſaith, That it appear the ſaid Inquiſition and Decree, That ſaid Exceptants have miſemployed 70l the ſaid Charity-mony, in the time in ſaid Decree mentioned, as is before m oned, and conſequently they ought t charged therewith, as if they had the in their hands; And as to the ſaid E tants pretence, That they have laid ou ſaid Charity-mony in manner as all t Predeceſſors have done, ever ſince, and b the ſaid pretended firſt Decree was m which, as is pretended, found no fault t with; This Reſpondent ſaith, That he h this Honourable Court will not thin any good Juſtification for the ſaid E tants, that they have followed the Exa of their Predeceſſors in Breach of Truſt Miſemployment of the ſaid Charity-m which, if admitted, would let in a Co to deſtroy all Charities, and fruſtrate intents of all Donors of Charities. But Reſpondent doth not know what the Exceptants, their Predeceſſors, did in Matter by the ſaid Exceptants alledged, doth believe they did ſo, nor is he wi to rake into their Aſhes, the matter in ſtion not relating to them, or their do but to the proper Actions and Miſapp

tions of the ſaid Exceptants, for ſome of the time of their Management of the ſaid Truſt; And if the ſaid Commiſſioners had inquired more backwards, this Reſpondent is well aſſured much more Mony would be found to be miſapplied by the ſaid Exceptants. And as to the management of the ſaid Charity before the ſaid former Decree, it appears by the ſame, That great Abuſes and Miſemployment of the ſaid Charity appeared to be made before the Commiſſioners named in that Decree, which Abuſes the ſaid Exceptants would now have allowed as Precedents or Examples for them to follow: And this Reſpondent further ſaith, That the ſaid *W. S.* by his ſaid Will directs, That after the Deceaſe of his Wife, her Son, and his only Heir by him lawfully begotten, the reſidue of all the Iſſues, Profits and Rents coming of the Premiſſes, ſave what he had before Willed to be diſpoſed and done, the Feoffees ſhould yearly receive of the Bailiff in the ſaid Will mentioned, to the Relief, Help and Profit of the ſaid Church of *H.* to Profit of the Commons of that Town, and to other Works of Charity; And if any Taxes, or Subſidies, or any other Charge to be levied for the Kings Grace, happen to be granted, and the Inhabitants, or Dwellers of the ſaid Town of *H.* hereafter at any time to be charged and onerate with payment of the ſame, then he Willed, That the ſaid Feoffees lay out and diſtribute all ſuch Rents paid to them by the ſaid Bailiff, remaining in their hands, to the Relief, Help

and

and Eaſement of the Commons there, paying the ſaid Taxes, and Subſidies (Inhabitants and Dwellers in the Mannor the Lord *S.* Prior of *S.* of the *Bow*, of Abbot of *York*, of the *Michael* College, of Queens College in *Cambridge*, and of Mannor of *S.* of *H.* aforeſaid Excep and Out-taken) And in caſe the ſaid C mons or Tenants be not charged with p ment of the ſaid Taxes and Subſides, he Willed, that the ſame reſidue of R remaining in the hands of the ſaid Feoff at their Diſcretion to be diſpoſed among poor People of the ſame Pariſh in Chari ble Deeds. And this Reſpondent furt ſaith, That the ſaid Exceptants did not pend or diſpoſe of the ſame, according the intent of the ſaid Will; but in payment of their own Taxes charged chargable upon their own Lands, wh Lands lie in ſome of the Places which excepted, as aforeſaid, and yet there ſome Perſons within the ſaid Town, the Vicar, and one *P.* a Cottager, and ther whoſe name this Reſpondent rem bers not, who, as this Reſpondent belie had little or no benefit of the ſaid Cha by payment of their Taxes, as appeared fore the ſaid Commiſſioners. And this ſpondent doth inſiſt, That the ſaid C miſſioners had power to enquire into miſemployment of the ſaid Monies wh were intended for the Benefit of the p Tenants, or People in that Town, by ſaid Will, but laid out by the Excep

for payment of their own Taxes. And the ſaid Will having appointed new Feoffees to be choſen out of the ſaid Town, or the other Towns next adjoining, the major part of the ſaid Commiſſioners did appoint three of the Commiſſioners named in the ſaid Commiſſion to be new Feoffees, amongſt others, which three were qualified according to the appointment of the ſaid Will, they being honeſt Gentlemen of ſufficient Eſtates, and dwelling near to *H.* and not excluded from being Feoffees; either by the ſaid Will, or otherwiſe.

Anſwer to the fourth Exception.

AS to the fourth Exception taken by the ſaid Exceptants to the ſaid Decree, This Reſpondent ſaith, That he is adviſed, that the ſame is frivolous; For that though the ſaid Decree doth mention it to be made at *C.* by the Commiſſioners therein named, on the 13*th* day of *January* 1693. And the ſaid Exceptants alledge that it was only ſigned and ſealed by Sir *C. H.* and others in the ſaid Exception named, who (as is pretended) as well as many others of the ſaid Commiſſioners, that ſo ſigned and ſealed the ſaid Decree, were not preſent at *C.* on that day; yet this Reſpondent ſaith, That the Inquiſition was duly taken at *C.* and it is not material whether all the Commiſſioners did ſign the ſaid Decree at *C.* or were preſent there at that day; it being lawful for them, as this

Reſpondent is adviſed, to ſign and ſeal the ſame any other day after, or at any other place, if ſatisfied in the Truth and Juſtice thereof, before the Return of the Commiſſion into this Court; And there was a Draught of the Decree made at one Meeting of the Commiſſioners at *C.* and the ſame being agreed to by them, and Ordered to be Ingroſſed, and the ſame being Ingroſſed, it was afterwards duly ſigned and ſealed by thoſe Commiſſioners who are mentioned therein to have ſigned and ſealed the ſame; and it is not material where, or when they ſigned and ſealed the ſame, as this Reſpondent is adviſed, ſo as the ſame was ſigned and ſealed by four or more of them, before the Return thereof, and at, and after the day in the ſaid Decree mentioned. And this Reſpondent denies, that any of the ſaid Commiſſioners, that heard, or were preſent at the hearing and debating of the Matters on which the ſaid Decree was made, declined or refuſed to join in the making of the ſaid Decree, to the knowledge of this Reſpondent, or, if they had, is it material, in regard a ſufficient number of Commiſſioners did join in making of the ſame. And this Reſpondent denies, that any of the ſaid Commiſſioners that ſigned the ſaid Decree were obtained by this Reſpondent, who hath been Proſecutor thereof, to ſign the ſaid Decree ſingly, or after the 13*th* day of *January* laſt paſt, though if he had, he is adviſed, it is not material. And this Reſpondent ſaith, That the Lord

Biſhop

Biſhop of *E.* is named in the ſaid Commiſſion, and heard the Matter debated at *C.* at ſeveral days and Meetings often, and did ſign the ſaid Decree, though he is not named in the Body of the ſaid Decree to have made the ſame, or to join in the making thereof; but by his ſigning thereof he joyned in the making thereof, and the ſame was made and ſigned by a ſufficient number of Commiſſioners, beſides the ſaid Lord Biſhop: And therefore this Reſpondent abides in the Judgment of this Honourable Court in the Premiſſes, and prays that the ſaid Decree may ſtand and be confirmed, with ſuch Amendments as this Reſpondent hath before mentioned, if this Honourable Court think the ſame meet; and that the ſaid Exceptants may perform the ſame; and this Reſpondent may have his Coſts.

W. Rawlinſon.

Additional Bills.

Lady Stawell *Widow Dowager and Administratrix of Lord* Stawell, *intituled to a Portion of* 10000 *l. to be raised out of a Term of ninety nine years out of divers of her Fathers the Earl of* Salisbury's *Mannors and Lands, becoming payable to her before her Marriage, of which she received only* 254 *l. and afterwards Intermarrying with the Lord* Stawell, *who by Marriage-agreement was to settle on her an Annuity of* 1500 *l.* per Annum, *to be issuing out of his Lands, to commence immediately after his decease in lieu of Dower. And several of her Fathers the Earl of* Salisbury's *Lands, being by Act of Parliament vested in Trustees, to be sold for payment of the said Ladies, and other younger Childrens Portions; Trustees having sold the same, and the sum of* 5277 *l.* 10 *s. appointed to be paid by the Purchaser, as part of the said Ladies Portion, but forbid by her Trustees to be paid to the Lord* Stawell *before he made such marriage-settlement; and the Lord* Stawell *dying before he did the same, and* C. S. *one of the Defendants pretending an Assignment of the Mony from the Lord* S. *in his life-time: The Lady exhibits this Bill against the Purchaser and Trustees for her share of the Purchase-mony, and against* C. S. *the Assignee, and against Trustees of her Father's Will for the residue of her Portion unpaid,*

that

that they may account with her, and that the Mony payable by the Purchaſer and Truſtees may be paid her in her own right.

HUmbly, *&c.* unto your Lordſhip *M.* Lady *S.* Widow Dowager of the Right Honourable *John* Lord *S.* lately deceaſed inteſtate, and alſo Adminiſtratrix of the Goods, Chattels, Rights and Credits by virtue of Letters of Adminiſtration to her committed by the Prerogative Court of *Canterbury*, as by the ſaid Letters of Adminiſtration, ready to be produced to this Honourable Court, more clearly may appear, That your Oratrix by virtue of the Will and ſettlements of her late Father, *James* Earl of *S.* deceaſed is intituled to the Portion of 10000 *l.* to be paid at her Age of eighteen years or day of Marriage, which ſhould firſt happen; which Portion was to be raiſed out of one or more Terms of ninety nine years, of and in divers Mannors, Meſſuages, Lands, Tenements and Hereditaments, limited by the ſaid Earl for that purpoſe. And your Oratrix further ſheweth, That before her ſaid Marriage, your Oratrix attained her ſaid age of eighteen years, and received the ſum of 254 *l.* in part of her ſaid Portion. And the ſaid *John* Lord *S.* being acquainted that your Oratrix was well intituled to the ſaid Portion, and that the ſame was become due and payable, and ſtood ſecured as aforeſaid. He the ſaid *J.* Lord *S.* entred into a treaty with your Oratrix's Friends and Relations for a Marriage

to be had between him and your Oratrix, and in consideration of the said Portion and Marriage did positively agree to settle and assure your Oratrix for her Life a yearly payment or Rent-charge of 1500*l.* a year to be issuing out of all or a sufficient part of his Mannors, Lands, Tenements and Hereditaments in the Counties of *D.S.* and *W.* and elsewhere in the Kingdom of *England*; or otherwise to settle and assure to, or for your Oratrix's benefit, a yearly payment or Rent-charge of 1500*l.* a year for her Life, the same to commence immediately after the death of the said Lord *S.* and to be in bar and full satisfaction of all Dower and Thirds which your Oratrix might claim out of any of the said Mannors, Lands, Tenements or Hereditaments. And your Oratrix further sheweth, That your Oratrix accepted of the said agreement, and trusted to, and depended upon a just performance thereof, and thereupon did intermarry with the said *J.* Lord *S.* on or about the 26*th* day of *April*, which was in the year of our Lord 1691. and the said *J.* Lord *S.* did several times after his said Marriage promise and declare, that he would settle the said Rent charge of 1500*l.* a year upon your Oratrix accordingly. And your Oratraix's Friends sometimes pressing him therein, he declared it would be no prejudice to your Oratrix if he died before he should settle the same, for that your Oratrix would in such case be intituled to Dower out of his said Estate, which Dower would be more

valuable

valuable to your Oratrix than the ſaid Rent-charge; nevertheleſs he the ſaid *J.* Lord *S.* was preparing, as he pretended, to ſettle the ſame, and had given Directions to Councel for that purpoſe, and the Truſtees for raiſing your Oratrix's Portion: And alſo the moſt Reverend Father in God, *John* Lord Archbiſhop of *Canterbury*, and others who were Overſeers of the Will of your Oratrix's ſaid Father, and the Right Honourable the Counteſs of *B.* who was your Oratrix's Guardian by the Will of her ſaid Father, they or ſome of them did ſeveral times give notice, or cauſe notice to be given to the ſaid *John* Lord *S.* That he ſhould not receive your Oratrix's Portion, until he had made a ſettlement upon your Oratrix in lieu thereof, according to his agreement and frequent promiſes for that purpoſe. And the ſaid Lord *S.* was content, and did agree not to receive the ſaid Portion until ſuch ſettlement ſhould be made. And your Oratrix further ſheweth, That for the more ſpeedy raiſing of the ſaid Portion, and other the Portions of your Oratrix's Brothers and Siſters, and payment of the Legacies and Debts of the ſaid late Earl, an Act of Parliament was made in this preſent Parliament, Intituled *An Act for the better ſecuring the Portions, Debts and Legacies given and owing by* James *late Earl of* Salisbury. By which Act the Mannor and Scite of the Mannor of *Andrews* with the Appurtenances, and divers Meſſuages, Lands, Tenements and Hereditaments in *Cheſthunt* in the County

of *Hertford*, and divers other Mannors Meſſuages, Lands, Tenements and Hereditaments of very great value are veſted and ſettled in Sir *W. B.* Baronet, *S. P.* Eſquire *E. S.* and *J. F.* Gentlemen, and their Heirs in truſt by ſale thereof, forthwith to raiſe the ſaid Portions, Debts and Legacies, and particularly the ſum of 9745 *l.* 17 *s.* 6 *d.* in full for your Oratrix's Portion: And the ſaid Truſtees appointed by the ſaid Act of Parliament, in purſuance of their Truſt have lately ſold unto Sir *Edward D.* Knight and his Heirs, the ſaid Mannors, Lands and Hereditaments in *Cheſthunt* for the price of 17500 *l.* which Purchaſe-mony the ſaid Truſtees did diſtribute and appoint the ſaid Sir *E. D.* to pay as followeth; (that is to ſay) to the ſaid Lord Biſhop 332 *l.* 10 *s.* in full of his Legacy, 5277 *l.* 10 *s.* in part of your Oratrix's Portion, 6440 *l.* to your Oratrix's Brother, *Robert Cecill*, in full of his Portion, and 4950 *l.* to Sir *William Forreſter*, being all that remained unpaid of his Ladies Portion, who was your Oratrix's Siſter. And the ſaid Sir *E. D.* his Purchaſe-mony being ſo diſtributed and appointed; it was ſo inſerted and expreſſed in the Conveyances of the ſaid Premiſſes in *Cheſthunt* to Sir *E. D.* And at the Inſtance and Advice of his Councel, the ſaid Lord Archbiſhop, Lord *S. Robert Cecill*, and Sir *W. F.* were made Parties to the ſaid Conveyances, to the intent that they might therein acknowledge the receipt of the Purchaſe-mony ſo diſtributed amongſt them. But the ſaid

Truſtees

Truſtees did never intend that the ſaid Sir *E. D.* ſhould actually pay the ſaid ſum of 5277 *l.* 10 *s.* to the ſaid Lord *S.* until he ſhould make a ſettlement on your Oratrix according to his agreement and promiſes as aforeſaid; and they the ſaid Truſtees, or ſome of them, or your Oratrix's Brother the Earl of *Salisbury*, did charge and direct the ſaid Sir *E. D.* and his Scriveners Mr. *T. E.* and *J. W.* who tranſacted the ſaid Purchaſe for him, and prepared and ingroſſed the Conveyances thereof, that they ſhould not pay the ſaid 5277 *l.* 10 *s.* or any part thereof unto the ſaid *J.* Lord *S.* until he ſhould give the ſaid Truſtees, or Earl, or ſome of them ſatisfaction touching the ſaid ſettlement. And told the ſaid Sir *E. D.* and his ſaid Scriveners, that they ſhould make uſe of that opportunity to prevail with the Lord *S.* to make the ſaid ſettlement. And the ſaid Sir *E.* and his ſaid Scriveners did promiſe and agree, that they would not pay the ſaid Mony to the ſaid Lord *S.* without the privity and conſent of the ſaid Truſtees, or Earl, or ſome of them: And the ſaid Truſtees and Overſeers, or your Oratrix's ſaid Brother the Earl of *Salisbury*, did declare to the ſaid Sir *E.* and his Scriveners, that they would before that time have ſued the ſaid Lord *S.* in this Honourable Court, to have compelled him to have made the ſaid ſettlement (and ſo in truth they would) but that his Priviledge of Parliament obſtructed it; and that therefore if upon tender of the ſaid Mony by the ſaid Sir *E.* he

the

the Lord *S.* ſhould have refuſed to ha
made the ſaid ſettlement, they would
him to ſue for the ſaid Mony in this H
nourable Court, whereby this Court mig
the better have it in their Power to com
him to make ſuch ſettlement before he
ceived the ſaid Mony. And your Orat
further ſheweth, that the ſaid *J.* Lord *S.*
the Month of *November* laſt fell ſick, a
in the ſpace of ſix days after died, but
ſickneſs was not looked upon as mortal
about two days before his death, and th
he was ſo much diſordered with his ſic
neſs, that it was not thought fit to trou
him with any diſcourſe of his affairs and b
neſs, and the ſaid *J.* Lord *S.* died of that ſi
neſs on or about the laſt day of *Novem*
laſt, having Iſſue only *A. S.* his Daughter a
Heir, who is not yet one year old. Whe
upon your Oratrix, who was a Stranger
his Affairs, did in the preſence of ſeveral
his Relations cauſe ſearch to be made in
Scrutore and little Trunk, and all oth
likely places in the Houſe in *Arlington-ſtr*
near St. *James's*, where he died, to ſee if a
Will of the ſaid Lord *S.* could be fou
And finding none, your Oratrix did ca
enquiry to be made of *N. R.* Eſquire, wh
was his Councel or Agent in all his Affai
whether he knew of any Will of the ſa
Lord *S.* and the ſaid Mr. *R.* aſſured yo
Oratrix and her Friends, that the ſaid Lo
ſince his Marriage with your Oratrix, a
long before his death, had ordered him t
ſaid Mr. *R.* to Cancel a Will, which th
ſa

id Lord
ith your
ructions
cordingl
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d death
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earing
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Chattels,
husband
aid Lord
577 *l.*
. or to
aid Porti
n Law to

d Lord *S.* had made before his Marriage ith your Oratrix, and had given him In-ructions for drawing another; and that ccordingly the ſaid Will was long ſince ncelled, and that the ſaid ſudden ſickneſs d death of the ſaid Lord *S.* had prevented m from preparing and preſenting to his ordſhip another Will according to the ſaid ſtructions, and he ſaid he was ſure his ordſhip died Inteſtate, and therefore ad-ſed your Oratrix to take out Letters of dminiſtration. And your Oratrix for fur-er ſatisfaction cauſed a Scrutore or Cabi-et of the ſaid Lord *S.* to be ſent for up to *London* out of the Country, wherein ſhe ap-rehended the Lord *S.* uſed to keep Wri-ngs of great Concern; and when the ſame as brought to the ſaid Houſe in *Arlington-reet*, your Oratrix cauſed the ſame to be pened in the preſence of divers of his Re-ations, but no Will could be found there-; ſo that for any thing your Oratrix yet noweth or doth appear, the ſaid Lord *S.* ied Inteſtate, and therefore your Oratrix ath obtained Letters of Adminiſtration ut of the Prerogative Court of *Canterbury*, earing date the 20*th* day of *December* 692. to be granted to her of all the Goods, Chattels, Rights and Credits of her ſaid husband *J.* Lord *S.* and thereby in caſe the aid Lord *S.* had any right to the ſaid 277 *l.* 10 *s.* due from the ſaid Sir *Edward* . or to the remainder of your Oratrix's aid Portion, your Oratrix is well intituled n Law to receive the ſame as part of his

Aſſets.

Aſſets. But your Oratrix is adviſed, a
doth inſiſt that the ſaid 5277 *l.* 10 *s.* m the ſa
the ſaid remainder of her Portion, be reſaid.
4372 *l.* 10 *s.* are due to her in her o nfederat
Right, and ought to be paid to her, and rd *S.* hat
tained by her to her own uſe, your Ora d *C. S. I*
being willing that the ſame ſhall go and s for wh
in part of ſatisfaction to her for the ers grea
Rent-charge of 1500 *l.* *per annum*, wh hereof, a
ought to have been ſettled upon her; a th made
your Oratrix hath cauſed demands to , Notes,
made on her behalf of the ſaid 5277 *l.* cy prete
from the ſaid Sir *E. D.* and of the d Sir *E.*
4372 *l.* 10 *s.* from the ſaid Truſtees; a rt there
well hoped that the ſaid ſums of M paid u
would have been paid to her accordi me othe
But ſo it is may it pleaſe your Lordſ hom the
that the ſaid Sir *E. D.* and the ſaid Truſ inſiſt
do refuſe to pay the ſaid Monies, preten 77 *l.* 1
ing that the ſaid Lord *S.* did in his L s becon
time make ſome Aſſignments or Appoi Lord *S*
ments of the ſaid Mony to ſome of me, for
Confederates herein after named; and t ord *S.*
truth is, your Oratrix hath diſcovered fr id Conv
the death of the ſaid Lord *S.* that there d ſign a
a Deſign and Confederacy carried on orſed up
the Life-time of the ſaid Lord *S.* by, a in caſe
between *C. S.* of *London*, Goldſmith, an ich Affig
his Son, *E. S.* Eſquire, and the ſaid N ony, t
T. E. J. W. and divers other Perſons as y an only
unknown to your Oratrix (whoſe Nam ined by
when diſcovered, your Oratrix prays m Oratrix
be made Parties to this Bill, with apt wo me, or
to charge them) to deprive your Ora e Truſt
of the ſaid ſums of Mony ſo due to h ord *S.*
fr gn any

m the ſaid *E. D.* and the ſaid Truſtees as reſaid. And for that purpoſe the ſaid nfederates do pretend, that the ſaid *J.* rd *S.* hath received and borrowed of the d *C. S. E. S.* and *N. R.* or of other Per- s for whom they acted or were intruſted, ers great ſums of Mony, for ſecuring hereof, as they pretend, the ſaid Lord *S.* th made one or more Letters of Attor- , Notes, Deeds or Writings, whereby, as ey pretend, the ſaid Mony due from the d Sir *E. D.* and the ſaid Truſtees, or ſome rt thereof are aſſigned or appointed to paid unto them, or one of them, or me other Perſons in truſt for them, or for hom they act or are intruſted. And they o inſiſt more eſpecially, that the ſaid 277*l.* 10*s.* due from the ſaid Sir *E. D.* s become the proper Monies of the ſaid Lord *S.* and in his power to aſſign the me, for that, as they pretend, the ſame rd *S.* did actually ſeal and execute the id Conveyances to the ſaid Sir *E. D.* and d ſign a Receipt for the ſaid Mony, in- orſed upon the ſaid Conveyances; where- in caſe the ſaid Lord *S.* did make any ch Aſſignment or Appointment of the ſaid ony, the ſame amounting to no more an only a Letter of Attorney and deter- ined by his death, and none but your ratrix is legally intituled to receive the me, or to diſcharge the ſaid Sir *E. D.* and Truſtees thereof. And in caſe the ſaid ord *S.* did ſeal the ſaid Conveyances, or gn any Receipt for the ſaid Mony due from

from the ſaid Sir *E. D.* the ſame was it
time of his ſickneſs, ſome few days b
he died, and it was by the contrivanc
the ſaid Mr. *R. C. S. J. W.* and *T. E.*
all knew, had heard or been informe
fore they obtained the ſame, that the
Truſtees and the ſaid Earl of *Salisbu*
ſome of them had charged and direct
ſaid Sir *E. D. T. E.* and *J. W.* not to
the ſaid 5277 *l.* 10 *s.* or any part th
until the ſaid Truſtees and Earl were
ed touching the ſaid ſettlement; and
all knew and heard or have been infor
likewiſe, that the ſaid Truſtees and Ea
ſome of them had ſaid and declared,
they would make uſe of that oppor
to prevail with the Lord *S.* to compel
to make a ſettlement on your ſaid Or
but that his priviledge of Parliament
ſtructed it; and therefore they would
him to ſue for the ſaid Mony, that
might the better obtain a ſettlement
your Oratrix. And they all knew alſo,
had heard or been informed, that the
Sir *E. D. T. E.* and *J. W.* ſome or on
them had promiſed and agreed, that
would not pay the ſaid Mony to the
Lord *S.* without the privity and conſe
the ſaid Truſtees, or Earl, or ſome of
And the truth is, the ſaid Conveyan
the ſaid Sir *E. D.* were executed by th
Earl and Truſtees long before any o
ſaid Purchaſe-mony was paid (that is to
in or about the Month of *May* laſt; a
hapning that the ſaid Earl of *Salisbury*,

me, or the next day was committed to the Tower upon falſe accuſation, the ſaid Sir *E. D.* refuſed to pay any part of the ſaid Purchaſe-mony, and thereupon a Suit was commenced againſt him in this Honourable Court by the ſaid *R. C.* Eſquire, and Sir *W. F.* to compel him to pay their ſhares thereof, or elſe to reconvey the ſaid Premiſſes to the ſaid Truſtees, and quit the ſaid Purchaſe: And the ſaid Earl being afterwards bailed upon ſecurity to appear the laſt *Michaelmas* Term at the Kings Bench Bar, did accordingly appear in the ſaid Court, but by the courſe of the ſaid Court could not be finally diſcharged till the laſt day of the ſaid Term, although it manifeſtly appeared that he was falſly accuſed by a perjured Villain that had forged his hand, and was indicted for the ſaid Perjury, and to be tried for the ſame at the Bar of the ſaid Court: And the ſaid Earl being at laſt finally diſcharged, the ſaid Sir *E. D.* then ſeemed willing to proceed in the Purchaſe, and to pay the ſaid Purchaſe-mony. But the ſaid Earl of *Salisbury*, who is intituled to the ſurplus of the ſaid Truſt-eſtate did inſiſt, that the ſaid Sir *E. D.* ought to pay intereſt for all the ſaid Purchaſe-mony from the time of the ſaid Earls executing of the ſaid Conveyances until the ſaid Purchaſe-mony ſhould be actually paid; and the ſaid Diſpute touching the Intereſt continued till after the death of *John* Lord *S.* and then the ſaid Sir *E. D.* did ſubmit to pay Intereſt to the ſaid Earl for all the ſaid Purchaſe-mony, for all the ſaid time ſince

the

the executing the ſaid Conveyances, e
the firſt Fortnight or thereabouts. An
whole intereſt being then computed fo
the ſaid time, the ſaid Earl upon the
matter thought fit to abate him 50 *l.* o
the whole, and thereupon the ſaid Sir
paid the reſidue of the ſaid Intereſt t
ſaid Earl. And your Oratrix chargeth
notwithſtanding the ſaid Conveyances
executed by the ſaid Earl and Truſte
May laſt, yet in regard the ſaid Sir *E. D.*
fuſed to perfect the ſaid Purchaſe, and t
the ſaid Purchaſe-mony, the ſaid *R. C.*
Sir *W. M.* would not accept of the ſai
E. D. for their Paymaſter, and diſcharg
ſaid Truſt-eſtate, and therefore by
Bill in this Court prayed, that their Por
might be ſatisfied out of the ſaid Truſt-e
And in truth the ſaid Conveyances rem
ed depoſited in the hands of the ſaid *J.*
and *T. E.* in truſt, and for the benefit o
Parties concerned, and to be delivered
either to the ſaid Sir *E.* or to the ſaid E
and the ſaid Truſtees according as the
Sir *E. D.* the ſaid Earl, and the ſaid Tru
ſhould afterwards agree amongſt themſe
and ſome ſhort time after the ſaid Sir E
had firſt refuſed to pay the ſaid Purch
mony, there was a meeting at the Hou
Sir *A. K.* of all or moſt of the Par
concerned (that is to ſay) there were t
preſent the ſaid Lord Biſhop, *R. C.* Eſq
Sir *W. M.* Sir *E. D.* and his Son; the ſ
E. S. and *J. F.* and the ſaid *J. W.* and
Councel for the ſaid Earl and Truſtees,

for the ſaid Sir *E. D.* At which meeting, after full debate of all the matters, the Councel for the ſaid Sir *E. D.* did poſitively adviſe him not to pay the ſaid Purchaſe-mony; the particular accuſation (whereupon the ſaid Earl was committed) being then not known; and although the particulars and falſeneſs of the accuſation were ſhortly afterwards known to the ſaid Sir *E. D.* yet he was ſo ſcrupulous, that he would not pay the ſaid Purchaſe-mony till the ſaid Earl was finally diſcharged, as aforeſaid. At which meeting at Sir *A. K*'s, it being propoſed, that the Purchaſe-mony ſhould be depoſited in a third Hand until the ſaid Earl ſhould be diſcharged, or elſe lent out to the Exchequer; none of the ſaid Parties would agree to either of the ſaid Propoſals, in regard none of them were willing to ſtand to the hazard thereof. And thereupon the ſaid Truſtees, and their Councel at that time preſſed the ſaid Sir *E. D.* to quit the ſaid Purchaſe, and reconvey the Eſtate, for that there were ſeveral other Perſons that were deſirous to buy the ſame, and give as much or more Mony for it, notwithſtanding the ſaid Earl lay under ſuch Accuſation and Impriſonment. And the ſaid Sir *E.* neither accepting or refuſing that Offer, he was then told that a Bill ſhould be forthwith filed againſt him in this Court to compel him either to proceed in, or quit the ſaid Purchaſe; and accordingly the ſaid Bill was preſently afterwards filed, and Proceſs of Subpena ſerved upon him to anſwer the ſame, and he ap-

peared thereunto, and took out a Copy of the ſaid Bill, and an Attachment iſſued againſt him for not anſwering the ſame; and he was ſeveral times told by the ſaid *E. S.* and *J. F.* or one of them, that he ſhould be Arreſted thereupon; and the ſaid Sir *E. D.* did ſo far decline the ſaid Purchaſe, that although he had taken Goldſmiths Notes, payable to the ſaid Parties to whom the ſaid Mony was appointed to be paid, with intent to deliver the ſame as payment upon executing of the ſaid Conveyances, yet immediately upon the ſaid Earls Impriſonment, he delivered up the ſaid Notes to the Goldſmiths, and took Notes for the ſame Mony payable to himſelf; and afterwards drew out, uſed and diſpoſed of the ſaid Mony, or part thereof for other purpoſes; and the ſaid Sir *E. D.* did not afterwards take Goldſmiths Notes payable to the ſaid Perſons who were to ſhare his Purchaſe-mony, until the day, or a few days before that he and the ſaid Earl ended the ſaid Diſpute about Intereſt at *Salisbury-houſe*, and the Lord *Stawell* died the Morning of that Day. On which day, being the 30*th* of *November* laſt, the ſaid Sir *E. D.* then paid the ſaid *R. C.* Eſquire, and Sir *W. M.* their proportions of the ſaid Purchaſe-mony, by delivering to them Goldſmiths Notes payable to themſelves; and all he then either gave his own or Goldſmiths Notes for the ſaid Mony due to the Lord Biſhop, and the ſaid Intereſt due the ſaid Earl; and thereupon the ſaid *Cecill* and Sir *W. F.* did execute the ſaid

vey...

veyances; and then, and not before, the ſaid Earl and *E. S.* and *J. F.* did agree, that the ſaid Conveyances ſhould be delivered to the ſaid Sir *E. D.* and the ſaid Sir *E. D.* did thereupon execute a Counter-part thereof to them. And the ſaid Sir *E. D.* directed the ſaid Mr. *W.* to carry the ſaid Conveyances the next day to *Lambeth* to be executed by his Grace of *Canterbury*, and to take his Graces receipt for his ſhare of the ſaid Purchaſe-mony. And your Oratrix further chargeth, that from the time the ſaid Conveyances were executed in *May* laſt, until the 30*th* day of *November*, neither the ſaid Earl, nor the ſaid Truſtees had ever ſeen or peruſed the ſame, but depended upon the ſaid Mr. *W.* and Mr. *E.* that they had ſafely kept the ſame. But the ſame being then produced at *Salisbury-Houſe*, for the ſaid Mr. *Cecill* and Sir *W. F.* to execute; it was obſerved that the ſaid Lord *S.* had executed the ſame, and had ſubſcribed a Receipt indorſed thereupon for the ſaid 5277 *l.* 10 *s.* and it was then intimated by the ſaid Mr. *W.* as if the ſaid Lord *S.* had aſſigned the ſame Mony to Mr. *C. S.* or ſome other Perſon. And the ſaid Sir *E. D.* thereupon asking the ſaid Earl and the ſaid *E. S.* and *J. F.* what he ſhould do with the ſaid 5277 *l.* 10 *s.* and to whom he ſhould pay the ſame, they all did forbid him to pay the ſame to the ſaid Lord *S.* and told him, that it being part of your Oratrix's ſaid Por-[tion], ſhe had a right to retain the ſame in [her hands] and there was no ſettlement made upon [her] and in caſe the ſaid Mr. *W.* or his Part-

ner were prevailed upon by the ſaid Mr. *R.* and *C. S.* to carry, ſend or produce the ſaid Conveyance to the ſaid Lord *S.* to be executed, and for him to ſign Receipt thereupon, it was a breach of Truſt in them, and was without the privity, knowledge or Conſent of the ſaid Sir *E. D.* the Earl of *Salisbury* or the ſaid Truſtees who intruſted them with the cuſtody of the ſaid Conveyances; and the ſaid *C. S.* and the ſaid Mr. *R.* having private intimations from the ſaid Mr. *W.* and the ſaid Sir *E. D.* from time to time how the ſaid Purchaſe proceeded, and what likelihood there was of accommodating the ſaid Diſputes relating thereunto, they often preſſed the ſaid Sir *E. D.* to pay the ſaid Mony to them, or to the Lord *S.* or to his Order, and offered him great abatement and allowance or gratuity, if he would pay the ſame; but he being fearful of trouble, refuſed them, and thereupon they applied themſelves to the ſaid Mr. *W.* and his Partner, and prevailed with them to produce the ſaid Deed for the ſaid Lord *S.* to execute as aforeſaid; and they now have and pretend that the property of the Money is ſo far altered, as that your Oratrix is deprived of her equity of relieving the ſame, whereas by the ſaid Act of Parliament, the ſaid Earl and Truſtees had time to pay your Oratrix's ſaid Portion until *Chriſtmas* next. And although it is mentioned in the ſaid Conveyance, that the Truſtees do thereby appoint the ſaid 5277 *l.* 10 *s.* to be paid to the ſaid Lord *S.* as part thereof, yet the ſaid

was no ſuch fixt appointment, but that the ſaid Truſtees might have altered the ſame, eſpecially when the ſaid Sir *E.* totally refuſed to comply with any of the ſaid appointments until after the death of the ſaid Lord *S.* And the truth is, and the ſaid Sir *E.* and Mr. *W.* do very well know, and the ſaid Mr. *R.* and Mr. *S.* have been informed that the ſaid Earl and the ſaid *E. S.* and *J. F.* did endeavour as much as might be to keep it private from the ſaid Lord *S.* and Mr. *R.* that they had appointed any part of the ſaid Purchaſe-mony to be paid to the ſaid Lord *S.* and therefore he was not deſired to meet at the ſaid Sir *A. K*'s; but the ſaid Sir *E. D.* and Mr. *W.* do well know that it was then, and at ſeveral other times debated and conſidered how the ſaid Lord *S.* might be prevented from receiving any part of the ſaid Portion, unleſs he made a ſettlement; neither in truth can any of the ſaid Tranſactions prejudice the Original Right and Equity which your Oratrix had for having and retaining her ſaid Portion towards recompence and ſatisfaction of the ſaid ſettlement, which the ſaid Lord *S.* before Marriage agreed to make upon her, eſpecially your Oratrix, during all the ſaid Tranſactions, being under Coverture and in Minority; your Oratrix not attaining her Age of one and twenty Years, until about the time of the death of the ſaid Lord *S.* And the hardſhip is the greater upon your Oratrix, for that ſince the death of the ſaid Lord *S.* it now appears impoſſible that your Oratrix ſhould

have her Rent-charge of 1500 *l.* a year out of the ſaid Lord *S.* his Eſtate, not only for that his Daughter and Heir, the ſaid *A. S.* is under Age, but alſo for that the ſaid Eſtate is greatly incumbred with Mortgages, and otherwiſe, and conſiſts chiefly upon Reverſions, upon Leaſes for Lives. And ſometimes alſo the Friends and Relations of your Oratrix's ſaid Daughter *Ann S.* and alſo of *William* now Lord *S.* who is about the Age of ſeven Years, and Brother to *E. S.* Eſquire, who is about the Age of five Years, or ſome of the Friends and Relations of the ſaid Lord *William* and *Edward* on their behalf pretend, that the ſaid agreement for a Rent-charge of 1500 *l.* a year for your Oratrix, is not a ſufficient agreement in the Law to bind the Inheritance of the ſaid three Infants; and that your Oratrix's demand alſo of retaining the ſaid Portion is to their prejudice, and that the ſaid Portion ought to go as part of the Perſonal Eſtate of the ſaid Lord *S.* ſhe the ſaid Infant *A. S.* being intituled to two third parts of the ſurplus of the ſaid Lord *S.* his Perſonal Eſtate. And all the ſaid Infants having, as is pretended, a right in Equity to have all the ſaid Perſonal Eſtate applied to diſmember the Real Eſtate of the ſaid *J.* Lord *S.* the Inheritance whereof is diſcended to the ſaid *A. S.* as his Heir at Law, ſave only to the Mannors of and Lands in *C.* in the County of *S.* which are incumbred with a Mortgage for 6000*l.* And otherwiſe they the ſaid *William* Lord S. and *E. S.* do pretend, that the Inheritance

and

and Right of Redemption thereof doth belong to them. And in regard your Oratrix's ſaid Demands may be to the prejudice of our Oratrix's ſaid Daughter, and to the leſſning her Intereſt in the ſaid Lord *S.* his Real and Perſonal Eſtate; and alſo may be to the prejudice of the ſaid *W.* Lord *S.* and *E. S.* if any ſuch right they have, as aforeſaid, your Oratrix humbly prays that this Honourable Court will aſſign a Guardian for all the ſaid Infants in this Suit to defend their Rights. And your Oratrix further chargeth, that as to the demands of the ſaid *C. S. E. S.* and *N. R.* that the ſaid Lord *S.* was not really indebted to them at the time of his deceaſe, or at the leaſt not in any conſiderable ſum of Mony; and whatſoever is due to them, the ſame ſtands ſecured by one or more Recognizances, Bonds or Judgments in great Penalties. And in caſe they have any Aſſignment of the ſaid 5277 *l.* 10*s.* or any part thereof, or of the ſaid remaining part of your Oratrix's ſaid Portion, they did not advance any new Mony thereupon, and were told, and did apprehend that they would be hindred from receiving the ſame; and they knew that the ſaid Conveyances were ſo depoſited with the ſaid *T. E.* and *J. W.* for the Purpoſes, and upon the Occaſions herein before ſet forth; and that your Oratrix's Friends would diſpute the Payment thereof. And as to the ſaid Mr. *Sheldon*, he did not deal with the ſaid Lord himſelf, or if he did, he had, or was to have ſome extraordinary advantage re-

by, in reſpect of ſome Bargain or Hazard or elſe he knowing that the ſaid Lord S. was much incumbred, and having Caſh in the ſaid *C. S.* his Hands, he ſuffered the ſaid *C. S* to lend the ſame, and the ſaid *C. S.* agreed, that all the ſecurities which he had from the Lord *S.* ſhould be a ſecurity to the ſaid Mr. *Sheldon* for his Mony which he ſo lent; and the ſaid *C. S.* is likewiſe anſwerable to the ſaid Mr. *Sheldon* for the ſame Mony, and hath promiſed to make it good to him. Beſides which, the ſaid *C. S.* being a Goldſmith, hath Silver Trencher-plates, and other pieces of Plate, and divers Jewels, and other things of value which belong to the ſaid Lord *S.* in his Cuſtody, and being a Caſhier or Banker, great ſums of Mony were received and paid in by him on account of the ſaid Lord S. And there were great Dealings, and Tranſactions and Bargains between him and the ſaid *N. R.* and *J.* Lord *S.* particularly touching the Place or Profits of the Office of Water-Bailiff in *London*, and divers Debts and Portions due to Orphans of the City of *London*, and others from the Chamber or Chamberlain of the ſaid City of *London*, or from the Corporation of the ſaid City. And divers Grants, Aſſignments and Contracts were made by to and with the ſaid *C.* S. and *N. R.* or one of them, for and concerning ſuch Debts. And alſo for, and concerning the ſaid Office and Profits of Water-Bailiff, and concerning divers other matters. All which Grants, Aſſignments and Contracts were ſo made

made by them in truſt for the ſaid Lord S. and on his account; and what Mony was paid in purſuance, or as the conſideration thereof, was really the proper Mony of the ſaid Lord S. and on his account, or elſe they did agree to be Partners, or go ſome ſhare with the ſaid *J.* Lord S. in thoſe Bargains; but never paid their Proportions of Mony which they ought to pay on thoſe accounts. And the ſaid Mr. *R.* alſo received and had in his Hands divers great ſums of Mony, pieces of Plate, Jewels and other things of great value which did belong to the ſaid *J.* Lord S. which he ſometimes pretends were given him: But in truth he is accountable for the ſame, and he hath, or had alſo divers Counterparts and Copies of Mortgages, Defeazances and other Securities entred into by the ſaid *J.* Lord S. and divers Articles, Aſſignments, Contracts and other Papers and Writings belonging to the ſaid *J.* Lord S. all which he ought to deliver to your Oratrix; and he having been intruſted by the ſaid *J.* Lord S. in all his Affairs, Bargains and Dealings; and your Oratrix being an utter ſtranger thereunto, he ought to diſcover the ſame to your Oratrix, and to ſet forth all the Debts, Claims and Demands according to the beſt of his knowledge and information which any Perſon or Perſons had, or could claim from or againſt the ſaid *J.* Lord S. at his deceaſe, and now hath or can claim againſt your Oratrix as Adminiſtratrix of the ſaid *J.* Lord S, and for what, with whom, and when, and by and upon what

what Securities, Covenants and Agreeme
and how much is really due thereu
And the ſaid Mr. *R.* doth alſo well kn
and hath been informed that many Per
had received great ſums of Mony belon
to the ſaid *J.* Lord S. and were other
indebted and accountable to him at the
of his deceaſe, or had entred into ſev
Covenants, Contracts or Agreements
the ſaid Lord S. which were, or were
tended or expected to be for the bene
his Lordſhip; but the Names and Hab
ons of all thoſe Perſons, and all other
ſaid Particulars concerning them he
refuſe to diſcover. And your Oratrix
ther chargeth, that the ſaid *T. E.* and
had ſeveral dealings with the Lord S. e
on behalf of themſelves or ſome of
Clients; and they or the ſaid Clients do
tend, that the ſaid *J.* Lord S. was a
time of his death indebted or accoun
to them or ſome of them; whereas in
they were indebted and accountable t
ſaid *J.* Lord *S.* But ſo it is, that all
ſaid Confederates do refuſe to make any
covery of the Premiſſes to your Oratrix
to produce their own Books of Acco
or any of the Securities, Deeds, Writ
Notes, Copies or Papers relating to the
miſſes herein before ſet forth. All
they ought to do, for that thereby and
on their diſcovery upon Oath it will ap
that all their pretended demands are
ed, and that they are really indebted and
countable to your Oratrix as Adminiſtra

o the ſaid *J.* Lord *S.* in divers great ſums f Mony. All which their dealings and pre- ences are againſt Equity and Conſcience, nd your Oratrix is properly to have relief in his Honourable Court in all the premiſſes of our Oratrix's Bill. And your Oratrix's Witneſſes who could make proof of the Pre- miſſes being either dead or in remote parts beyond the Seas, ſo that your Oratrix can- not have the benefit of their Teſtimonies. To the end therefore that the ſaid Truſtees Sir *W. B. S. P. E. S.* and *J. F.* and the ſaid Sir *E. D. N. R. C. S.* and *S. E. Sheldon*, *T. E.* and *J. F.* and other the ſaid Confederates when diſcovered, may true anſwer make to all and every the Premiſſes of this your Ora- trix's Bill, as fully and particularly as if the ſame were here again repeated and interro- gated: And particularly whether all the cir- cumſtances and tranſactions relating to your Oratrix's ſaid Portion, and the ſaid Mony payable by Sir *E. D.* are not ſuch as are here- in ſet forth, or how otherwiſe. And that the Mony payable by Sir *E. D.* and the ſaid Truſtees may be payable to your Oratrix in her own right; and may account with your Oratrix in the Premiſſes, and pay unto your Oratrix what ſhall appear due to her from them on ſuch account, and that your Ora- trix may be fully relieved againſt them in the Premiſſes according to Equity and Ju- ſtice. May it pleaſe, *&c.*

Plaintiff

Plaintiff being Purchaſer of an Eſtate of late Earl of S. *deceaſed, by Act of Parlia veſted in Truſtees for Sale, and ſome pa the Purchaſe-mony being appointed by Tru to be paid unto the Lord* Stawell *decea who dying, the Mony unpaid, and the L* M. *his Wife and Adminiſtratrix deman the ſame by exhibiting her Bill in this Co and alſo one* S. *a Goldſmith exhibiting hi againſt him for the ſame Mony, as aſſ to him by the Lord* S. *in his Life-time, c bits his Bill, that the Lady and* S. *may n plead with each other, and proceed to a termination of their Properties in the ſaid M ny, and that the Plaintiff may bring his ny into Court, or be otherwiſe indempn againſt both their Claims and Pretences; makes Affidavit at the bottom of the Bill, he exhibits the ſame voluntarily at his o Coſts, and not at the Perſuaſion or Coſt either Party, Defendants.*

HUmbly complaining, ſheweth u your Lordſhip your Orator Sir *D.* of *London* Knight, That the Manno *A.* and divers Lands, Tenements and He ditaments, late the Eſtate of the Right H nourable *James* Earl of *Salisbury* decea being by Act of Parliament veſted in T ſtees for Sale and Diſpoſal of the ſa your Orator did contract and agree for purchaſe of the ſame, for the ſum of ſe

en thouſand five hundred pounds, of which id ſum there was appointed to be paid in urſuance of the ſaid Act by the Truſtees erein named unto *J.* Lord *S.* deceaſed, 277*l.* 10*s.* And your Orator further ſhew-th, That the Truſtees and all other Perſons oncerned in the ſaid Mannor and Premiſſes, nd particularly the ſaid Lord *S.* did by good oveyances in the Law, convey the ſaid remiſſes to your Orator and his Heirs. nd the ſaid Lord *S.* having, as your Orator as informed by one *C. S.* of *London*, Gold-mith, appointed the ſaid 5277 *l.* 10*s.* to be aid unto him the ſaid *C. S.* your Orator did ppoint the ſaid *M. S.* to meet at *Salisbury-Houſe* to receive his Mony at a time when our Orator was to pay the other Per-ons the Mony payable to them; and the aid Mr. *S.* did then attend, but ſome of the ther Perſons not attending at the ſame time, he payment of the Monies was deferred to a further time; and afterwards upon diſ-courſe between the Lord *Salisbury* and *E. S.* and *J. F.* two of the Truſtees, touching the ſaid matter, they did forbid your ſaid Ora-rors paying the ſaid Mony to the ſaid Mr. *S.* notwithſtanding an Order of the ſaid Lord *S.* to pay the ſaid Mony to Mr. *S.* as he in-formed your Orator; and ſoon after the ſaid Lord *S.* died, the ſaid Mony remaining un-paid. And your Orator further ſheweth, That after the death of the ſaid Lord *S.* *M.* Lady *S.* his Widow did take out Letters of Adminiſtration of all and ſingular the Goods, Chattels and Credits of the ſaid Lord

Lord *Stawell*, and demands the ſaid M[illegible] the ſ
of your Orator, as alſo doth the ſaid S[illegible]ſiſt, th
And now ſo it is, may it pleaſe your L[illegible]e ſaid
ſhip, That the ſaid Lady *S.* combining [illegible]o ſpeed
the ſaid Mr. *S.* and Mr. *F.* and *Shales* or [illegible]lay th
of them, and with Sir *W. B.* S. *P.* E[illegible]rator w
and *James* Earl of *Salisbury*, did on or a[illegible]our Ora
the four and twentieth day of *Januar*[illegible]e ſaid
exhibit her Bill in this Honourable C[illegible]lony in
againſt your Orator, and the ſaid C. S[illegible]o oppoſ
others, to compel your Orator to pa[illegible]rator o
5277 *l.* 10 *s.* unto her the ſaid Lady *S.* [illegible]erpleade
the ſaid *C. S.* hath alſo exhibited his B[illegible]ated to b
this Honourable Court againſt your O[illegible]een put
and the ſaid Lord *S.* to compel your O[illegible]e conſi
to pay the ſaid 5277 *l.* 10 *s.* to the ſa[illegible]onſidera
and not to the ſaid Lady *S.* He the ſa[illegible]our Ora
pretending that the ſaid Lord *S.* befor[illegible]e Prem
death, did by his Deed or Writing unde[illegible]id Mon
Hand and Seal, Aſſign and transfer the [illegible]is Hono
Mony unto him the ſaid Mr. S. for a v[illegible]ore that
ble Conſideration in Mony paid by the [illegible]he Prem
S. to the ſaid Lord S. in his Life-time. [illegible]. S. may
the ſaid *M.* Lady S. by her Bill pretends, [illegible]g the
the Lord S. did upon or before his Mar[illegible]ed with
with her, make and execute an Agreem[illegible]ſpective
in Writing, whereby the ſaid 5277 *l.* [illegible]m, and
with other Mony, were to be laid ou[illegible]me into
Lands to be ſettled on her, which was n[illegible]ereupon
done; and by reaſon of ſuch or the like[illegible]me, an
tences of the ſaid ſeveral Perſons afore[illegible]laims an
your Orator hath been conſtrained to [illegible]nd C. S.
the ſaid Mony dead at great hazard, [illegible]id Mon
cannot diſpoſe of the ſame, or be diſch[illegible]on of th
ed thereof, till the Pretences of each P[illegible]ſ in th

the ſame are determined, who likewiſe
ſiſt, that your Orator ſhall pay Intereſt for
e ſaid Mony in the mean time, and make
ſpeed to the hearing of the Cauſes, but
lay the ſame on purpoſe to charge your
rator with Intereſt thereof: And albeit
our Orator hath put in his Anſwer to both
e ſaid Bills, and offered to pay the ſaid
ony into Court, yet the ſaid Confederates
oppoſe the ſame, pretending that your
rator ought to have brought his Bill of In-
rpleader, whereby your Orator is neceſſi-
ted to bring this Bill, and whereby he hath
een put to great Charges, whereof he prays
e conſideration of this Court. In tender
onſideration whereof, and foraſmuch as
our Orator hath no way to be relieved in
e Premiſſes, and to be diſcharged of the
id Monies but by the Aid and Aſſiſtance of
is Honourable Court. To the end there-
re that the ſaid Confederates may anſwer
e Premiſſes, and that the ſaid Lady S. and
. S. may interplead with each other touch-
g the ſaid ſum of 5277 *l.* 10*s.* and pro-
eed with effect to a determination of their
eſpective Rights and Properties in the ſaid
um, and that your Orator may bring the
me into this Honourable Court, and may
ereupon or otherwiſe be diſcharged of the
me, and may be indempnified againſt all
laims and Pretences of the ſaid *M.* Lady S.
nd C. S. and either of them touching the
id Mony; and your Orator on conſidera-
on of the whole matter may have ſuch re-
ef in the Premiſſes, as ſhall be agreeable

to

to Equity and Good Conſcience. May
pleaſe your Lordſhip to grant unto yo
Orator, not only your Lordſhips Letter
be directed to the ſaid *M.* Lady S. and *Ja*
Earl of *Salisbury*, deſiring them to appear b
fore your Lordſhip in this Honourable Co
to anſwer the Premiſſes, but alſo their M
jeſties moſt gracious Writ or Writs of Subp
na to be directed to the ſaid Sir *W. B. S.*
E.S. J. F. and *C.S.* thereby Commandi
them at a certain day, and under a cert
pain therein to be limited, Perſonally, o

E. Foden.

The Plaintiff Sir *E. D.* maketh Oath, Th
this Bill is exhibited by him volunta
ly on his own Account, and at his o
Coſts, and not at the Deſire or by t
Perſuaſion, or at the Coſts of any of t
Parties, Defendants to the ſame.

Plai

Plaintiff having lent 4000 *l. to Lord* S. *on Aſſignment of his ſhare of the Purchaſe-mony of the Earl of* S. *his Father-in-laws Eſtate, by Act of Parliament veſted in Truſtees to be ſold, and the Lord* S. *dying before payment, and his Lady and Adminiſtratrix claiming the ſame, and the Purchaſer keeping the Mony in his Hands, exhibits his Bill for Relief againſt the Lady* S. *and the Purchaſer.*

HUmbly complaining ſheweth, *&c.* your Orator *C.* S. of *London*, Goldſmith, That the Right Honourable *James* late Earl of *Salisbury* deceaſed, did ſome time before his death, which hapned on or about the Month of, *&c.* make his laſt Will and Teſtament in Writing, intending thereby to make an Ample Proviſion for his Family; and amongſt other Bequeſts in the ſaid Will mentioned, he the ſaid Earl did thereby give and bequeath to the Lady *M.* his Daughter, the ſum of ten thouſand pounds of lawful Mony of *England* for her Portion, and by his ſaid Will did charge his Mannor of *C.* amongſt other things for the payment thereof. And afterwards by an Act of Parliament, made in the Year of our Lord 1691. by conſent of the Right Honourable *James* Earl of *Salisbury*, Son and Heir of the ſaid late Earl, upon the Petition of the Younger Children and Creditors of the ſaid late Earl or ſome of them, for the better ſetling and ſecuring the payment of the Portions, Bequeſts

and Debts of the ſaid late Earl, It is Enacted that the ſaid Mannors and Lands among others, ſhould be veſted in Sir *W. B.* Baronet, S. *P.* Eſquire, *E.* S. Eſquire and *J.* Gentleman, and their Heirs, in Truſt, that they by making Mortgages, or by abſolute ſale of the Premiſſes, ſhould raiſe and pay the ſeveral ſums of Mony remaining due to the Daughters and Younger Sons of the ſaid late Earl, and other the ſums of Mony in the ſaid Act appointed to be paid; and that the Purchaſers ſhould hold the Lands and Premiſſes ſo ſold, diſcharged of the ſaid Portions or Bequeſts, and other Monies appointed to be paid; ſo as the Monies raiſed by ſuch Sale ſhould be paid towards the diſcharge or ſatisfaction of ſuch Bequeſts, and other Monies payable by the ſaid Act. And it was and is further Enacted by the ſaid Act, that the ſaid Truſtees might order and appoint how the Monies raiſed by Sale or Mortgage ſhould be applied for ſatisfaction of the Perſons concerned therein; as by the ſaid Act relation thereunto being had, doth and may appear. And your Orator further ſheweth That the Truſtees in purſuance of the Truſt repoſed in them by the ſaid Act of Parliament, and by conſent of the ſaid *James* now Earl of *S.* did agree to ſell the ſaid Mannor of *C.* and Lands thereunto belonging among other things, to Sir *E. D.* of *London*, Knight, and his Heirs, for the ſum of 17500 *l.* and by the like conſent of the ſaid Earl, did appoint the ſaid ſums to be paid in manner as followeth, (*viz.*) To the Mo-

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Reverend Father in God, *John* now Lord Arch-Biſhop of *Canterbury*, the ſum of 532 *l.* 10 *s.* in full ſatisfaction of all his demands, to the Right Honourable *John* Lord *Stawell*, ſince deceaſed, the late Husband of the ſaid Lady *M.* the ſum of 5277 *l.* 10 *s.* in part and towards ſatisfaction of the ſum of 9745 *l.* 17 *s.* 6 *d.* by the ſaid Act limitted and appointed, to be paid to him as the ſaid Lady *M*'s Portion as aforeſaid; and to the Honourable *Robert Cecill* Eſquire, the ſum of 6440 *l.* and to Sir *W. F.* the ſum of 4950 *l.* in full of all their demands, by virtue of the Will of the ſaid late Earl of *Salisbury*, the ſaid Sir *W. F.* having Married the Lady *Mary*, one other of the Daughters of the ſaid late Earl of *Salisbury*. And your Orator further ſheweth, That by Indenture Sextipartite, bearing date the third day of *May* 1692. made between the ſaid *J.* Earl of *Salisbury* and *Frances* his Wife of the firſt part, the ſaid Sir *W. B.* and other the ſaid Truſtees of the ſecond part; the ſaid *John* Lord Arch-Biſhop of *Canterbury*, *John* Lord *Stawell*, *R. Cecill*, Sir *W. F.* and Sir *R. D.* Knight, of the third part, *J. H.* Gentleman of the fourth part, Sir *E. D.* of the fifth part, and *W. D.* Son and Heir apparent of the ſaid Sir *E. D.* of the ſixth part, and in purſuance of the ſaid Act of Parliament, and in execution of the Truſt repoſed in the ſaid Truſtees, they by the conſent of the ſaid Earl, who was a Party conſenting thereto, did convey and aſſure by good Conveyances in the Law the ſaid Mannor

and Premiſſes to the ſaid Sir *E. D.* (or truſt for him) and his Heirs, as in and by the ſaid Deeds duly executed by and between all the ſaid Parties, and by Fine or Recovery thereupon had, levyed and ſuffered between them when produced, will appear. And your Orator ſheweth, That in full execution of the ſaid Contract and Purchaſe ſo made by the ſaid Sir *E. D.* he the ſaid Lord *Stawell* did give a Receipt for the ſaid ſum of 5277 *l.* 10 *s.* endorſed on the ſaid Deed of Purchaſe as thereon is to be ſeen in theſe words following, (*viz.*) *Received the two and twentieth day of* November *Anno Dom. one thouſand ſix hundred ninety two, of me the within named* John *Lord* Stawell, *the ſum of five thouſand two hundred and ſeventy ſeven pounds and ten ſhillings of lawful Money of* England, *of and from the within named Sir* E. D. *being the Conſideration-mony within mentioned, to be to me by him paid, and in part of the ſum of ſeventeen thouſand five hundred pounds, the Purchaſe-mony for the Premiſes within granted and conveyed. I ſay received five thouſand two hundred ſeventy ſeven pounds ten ſhillings.* Stawell.

And the ſame day and at the ſame time the ſaid Lord S. wrote a Letter to the ſaid Sir *E. D.* in theſe words following, (*viz.*) the two and twentieth of *November* one thouſand ſix hundred ninety two, Sir *I deſire you will pay the ſum of five thouſand two hundred ſeventy ſeven pounds ten ſhillings, for which I have already given you a Receipt upon the Deed of Purchaſe from the Earl of* Saliſbu-

unto Mr. C. H. *whoſe Receipt ſhall be your diſcharge from your Friend,* Stawell.
as in and by the ſaid Letter ready to be produced appeareth; which ſaid Letter was ſo wrote by the ſaid Lord S. for and upon the account and conſideration, that your Orator had before that ſupplied the ſaid Lord S. with the ſum of 4000 *l.* as hereafter is mentioned; and for ſecurity hereof he agreed to aſſign to your Orator the ſaid ſum of 5277 *l.* 10 *s.* and which he knew, as alſo did your Orator, would be good payment when the Purchaſe-mony for the ſaid Mannor and Premiſſes came to be paid, and in confidence thereof your Orator did really and *bona fide* lend and pay to, or to the uſe, or to the Order of the ſaid Lord S. at ſeveral times, the ſum of four thouſand pounds. And in conſideration thereof the ſaid Lord S. by his Deed, dated the one and twentieth of *July*, one thouſand ſix hundred ninety two, reciting the ſaid late Earl of *Salisbury*'s Will, and the Portion of ten thouſand pounds thereby bequeathed to the ſaid Lady *M.* and the ſaid Act of Parliament, and a Recognizance dated the ſixteenth of *June* then laſt paſt, entred into by the ſaid Lord S. to your Orator for payment of three thouſand pounds lent by your Orator to the ſaid Lord S. And that your Orator had then lent one thouſand pounds more, which made up the ſum of four thouſand pounds, did Bargain, Sell, Aſſign and Set over to your Orator, his Executors, Adminiſtrators and Aſſigns, the ſaid ſum of ten

thouſand pounds, or ſuch part thereof as ſhould be due to him, and intended to be raiſed and paid by the ſaid Act of Parliament, and thereby impowred your Orator to receive the ſaid Mony: But under this Proviſoe and Condition, That if the ſaid Lord S. his Executors or Adminiſtrators did pay your Orator the ſaid ſum of four thouſand pounds with Intereſt, on the nine and twentieth day of *September*, one thouſand ſix hundred ninety two, then the ſaid Deed to be void, as in and by the ſaid Deed ready to be produced, and duly executed under the Hand and Seal of the ſaid Lord S. may more fully and more at large appear. And your Orator further ſheweth, That the ſaid Lord S. did not only fail in paying the ſaid four thouſand pounds with Intereſt to your Orator, but he afterwards about the nineteenth of *September* laſt, did borrow of your Orator one hundred pounds more. And the ſaid Lord S. by his Steward Mr. *Sherwood* did afterwards (*viz.*) about the nineteenth day of *November* laſt draw a Bill of three hundred pounds for his Lordſhip's account to *J. D.* therein named, deſiring your Orator on ten days ſight to pay to him the ſaid *J. D.* three hundred pounds, which ſaid ſums of one hundred pounds and three hundred pounds the ſaid Lord S. did agree and promiſe your Orator ſhould be repaid him out of the ſaid 5277 *l.* 10 *s.* in Sir *E. D.* his Hands. And in purſuance of ſuch his ſaid Promiſe and Agreement, the ſaid Lord S. did as aforeſaid on the two and twen-

twentieth day of *November*, one thouſand ſix hundred ninety two, Sign and make the ſaid ſubſequent Order or Letter for your Orators receiving the ſaid ſum of five thouſand two hundred ſeventy ſeven pounds and ten ſhillings of the ſaid Sir *E. D.* the better to pay himſelf, not only the ſaid former ſum of four thouſand pounds and Intereſt, but alſo the ſaid further ſum of four hundred pounds ſo lent and paid as aforeſaid, and upon that Aſſurance and Credit your Orator did lend the ſaid one hundred pounds to the Lord S. and did accept the Bill, and afterwards paid the ſaid three hundred pounds to the ſaid *J. D.* accordingly. And your Orator ſheweth, That the ſaid Deed of Purchaſe being duly executed by the ſaid Lord S. and a Receipt by him given on the two and twentieth day of *November*, one thouſand ſix hundred ninety two, to the ſaid Sir *E. D.* for the ſaid five thouſand two hundred ſeventy ſeven pounds ten ſhillings, being the Mony appointed out of the Sale of the ſaid Mannor and Premiſſes to be paid to the ſaid Lord S. as aforeſaid. And the ſame being by his ſaid Lordſhip to be paid to your Orator in manner as aforeſaid. And the ſaid Sir *E. D.* having had due notice of the ſaid Lord S's Letter or Order to pay the ſame accordingly, he ought forthwith to have paid to your Orator the ſaid ſum of five thouſand two hundred ſeventy ſeven pound ten ſhillings, and which he fully intended, and accordingly appointed your Orator a day to come to *Salisbury-Houſe* to receive

the ſame; and your Orator did accordingly attend at the time and place appointed and expected to have received the ſaid ſum which he ought then to have received, the ſole property thereof being veſted in your Orator as a ſecurity to him as aforeſaid. But now ſo it is, may it pleaſe your Lordſhip That the ſaid Sir *E. D.* minding to keep the Mony in his Hands, or for ſome other reaſon not underſtood by your Orator, then refuſed to pay the ſaid ſum or any part of it to your Orator, although he paid all other the ſums of Mony in the ſaid deed of Purchaſe mentioned, to the other Parties therein named, according to the direction and appointment therein mentioned; and ſoon after the ſaid Lord S. died. And now the ſaid Sir *E. D.* combining and confederating with other the Creditors of the ſaid Lord S. and with ſeveral Perſons unknown, and with the ſaid Lady *M.* S. the Widow and Relict of the ſaid Lord S. and who hath taken out Letters of Adminiſtration of his Perſonal Eſtate, Goods and Chattels, doth refuſe to pay your Orator the ſaid ſum of four thouſand pounds or any part of it, or any Intereſt for the ſame; as alſo the ſaid further ſum of four hundred pounds, which your Orator ſo really and truly lent, and paid to and for the ſaid Lord S. as aforeſaid upon the Credit and Security of the ſaid Deed of Mortgage and Subſequent Order ſo made to your Orator as aforeſaid; and alſo the ſum of thirty pounds for the making and finiſhing three dozen of Silver Plates made by the

the Order, and for the uſe of the ſaid Lord S. and were ready to have been delivered to him, and had ſo been in caſe he had not ſo ſuddenly died as he did, and are yet ready to be delivered to the ſaid Lady *M.* ſhe paying the price for the ſame being one hundred eighty eight pounds ſix ſhillings; but if ſhe pleaſe to refuſe the ſame, yet the charge of making and Faſhion being thirty pounds as aforeſaid, ought to be anſwered to your Orator, he having undertaken to provide the ſame by the Order of the ſaid Lord S. upon the Credit of the Mony aſſigned to your Orator as aforeſaid. And your Orator hath offered, and is willing to accept or take his principal ſum of four thouſand four hundred pounds with Intereſt, with the ſaid thirty pounds which is due, and his Coſts and Charges, and aſſign and deliver up his Securities, and either to pay the remainder of the ſaid five thouſand two hundred ſeventy ſeven pounds ten ſhillings to the ſaid Lady *M.* or conſent that the ſaid Sir *E. D.* ſhall ſo do. And now it is pretended, that ſince the death of the ſaid Lord S. your Orators authority to receive the ſaid ſum is void, and that he hath no lawful right to receive the ſame, and the ſaid Lady *M.* claims the ſame as part of her ſaid Husbands Perſonal Eſtate, and that ſhe muſt apply it to the payment of Debts of a higher value. And the ſaid Sir *E. D.* pretends he cannot ſafely pay it to your Orator without the conſent of the ſaid Lady *M.* or Receipt for the ſame, or be otherwiſe indempnified or ſaved harmleſs;

leſs: And the ſaid Lady *M.* refuſeth to g
any ſuch conſent or receipt, contrary
Equity and Good Conſcience. In ten
conſideration whereof, and foraſmuch
your Orator hath no property in the ſa
ſum of five thouſand two hundred ſeven
ſeven pounds ten ſhillings, ſave only as afor
ſaid, and cannot therefore recover the ſam
at Law, nor can prevent the ſaid Lady M
from calling your Orator to an account f
the remainder of the Mony after your Or
tor is paid and ſatisfied his juſt Debt due
aforeſaid, at any time when ſhe pleaſeth
caſe the ſaid ſum of five thouſand two hu
dred ſeventy ſeven pounds and ten ſhilling
be paid to your Orator; and for that yo
Orators Witneſſes who could prove the Pr
miſſes, are either dead or gone into parts r
mote and beyond the Seas, and is therefor
only relievable in the Premiſſes by the a
of this Honourable Court. To the end an
intent therefore that the ſaid Confederat
who know the Premiſſes to be true, ma
true and perfect anſwer make thereunto, a
if particularly interrogated and repeated
and may ſhew cauſe why your Orator ſhou
not be paid his ſaid Mony ſo due as aforeſaid
with his Intereſt and Coſts, and why th
ſaid Lady *M.* ſhould not be foreclоſed of an
pretence to an account or claim of the re
mainder of the ſaid ſum of five thouſan
two hundred ſeventy ſeven pounds and ten
ſhillings, unleſs ſhe will conſent to the pay
ment of what is ſo due as aforeſaid, to you
Orator, and accept the remainder of the
ſai

ſaid five thouſand two hundred ſeventy ſeven pounds and ten ſhillings: And to the end your Orator may be relieved in the Premiſſes according to Equity and Good Conſcience; May it pleaſe your Lordſhip, the Premiſſes conſidered, to grant unto your Orator your Lordſhips Letter to be directed unto the ſaid Lady *M. S.* as alſo their Majeſties moſt gracious Writ of Subpena to be directed to the ſaid Sir *E. D.* Knight, thereby requiring them at a certain time and under a certain pain therein to be limitted, Perſonally to be and appear before your Lordſhip in this Honourable Court, and to anſwer all and ſingular the Premiſſes; and further to ſtand to and abide ſuch Order, Rule and Decree as your Lordſhip in juſtice ſhall think proper for your Orators Relief in the Premiſſes, and your Orator ſhall ever pray, *&c.*

Plaintiff

Plaintiff being poſſeſſed of a Leaſe for 99 ye determinable for three Lives, Mortgages ſame to T. C. *who by Plaintiffs con Mortgages to Defendant by Indenture Agreement, being to reconvey to Plaintiff on payment of a ſum of Mony, Defend having entred and received Profits to ſati the ſame with an overplus: Plaintiff exhibits his Bill to compel him to reconvey account.*

HUmbly complaining ſheweth, *&c.* Yo Orator *J. S.* of *C.* in the County *Gloceſter*, Mariner, That your Orator abo the Month of *Auguſt*, in the Year of o Lord one thouſand ſix hundred ſeventy fou being intereſted in and poſſeſſed of a To Tenement, and other Hereditaments in aforeſaid, of the clear yearly value of 10 for and during the Natural Lives of one *J. Bridget* his Wife and *Jane* their Daughte and the longeſt liver of them; and havi occaſion to borrow Mony, applied himſ to one *T. C.* of the City of *Briſtol* Mercha who lent unto your Orator the ſum of £ for ſecuring the payment whereof, yo Orator by Indenture of Mortgage, dated or about the 24*th* day of *Auguſt*, in the afo ſaid year of our Lord God one thouſand hundred ſeventy four, did Demiſe, Gra and to Farm, let unto the ſaid *T. C.* th aforeſaid Toft, Tenement, and other H reditaments, and all his your Orators Eſta

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Term and Intereſt therein, for and during the Time or Term of ninety years, if they the ſaid *J. G. Bridget* his Wife and *Joan* their Daughter, or any or either of them ſhould ſo long live, ſubject nevertheleſs to a Proviſoe therein contained, That the ſame ſhould be void upon his your Orators repayment of the ſaid ſum of fifty pounds with Intereſt, at a certain day therein expreſſed, as by the ſaid recited Indenture of Mortgage, had your Orator the ſame to produce, would more fully appear. And your Orator further ſheweth unto your Lordſhip, That by Indenture of Aſſignment, dated on or about the 24*th* of *Auguſt*, in the Year of our Lord 1674. The ſaid *T. C.* for and in conſideration of the ſum of, *&c.* to him in hand paid by *J. N.* of *C.* aforeſaid in the County of *Glouceſter*, Shipwright, did, by and with the conſent of your Orator, Bargain, Sell, Aſſign and Set over unto him the ſaid *J. N.* the aforeſaid Toft, Tenement and other Hereditaments, together with the ſaid recited Indenture of Mortgage, for and during all the reſidue of the aforeſaid Term of ninety nine Years, if they the ſaid *J. G. Bridget* his Wife and *Joan* their Daughter, or any or either of them ſhould ſo long live, as by the ſaid Indenture of Aſſignment, if your Orator had the ſame to produce, would likewiſe more fully appear. And your Orator further ſheweth unto your Lordſhip, That upon Indenture of Agreement, dated on or about the 25*th* day of *October*, in the aforeſaid year of our Lord,

Lord, one thouſand ſix hundred ſeven four, and made between the ſaid *J. N.* the one part, and your Orator of the oth part. The ſaid *J. N.* for himſelf, his Ex cutors, *&c.* thereby Covenanted upon your Orators paying unto him the ſum 28 *l.* 10 *s.* upon the 25*th* day of *April*, the next after the date of the ſaid Indenture Agreement, that then he the ſaid *J.* would reconvey the aforeſaid Toft, Ten ment, and other Hereditaments unto you Orator, or ſuch other Perſon as your Ora tor ſhould direct and appoint, as by the ſai Indenture of Agreement, if your Orator ha the ſame to produce, would likewiſe mor fully appear. But it ſeems your Orato hapning to make default of payment of th ſaid 28 *l.* 10 *s.* purſuant to the Covenant i the ſaid recited Indenture of Agreemen mentioned, the ſaid *J. N.* entred into th poſſeſſion thereof, and hath for theſe fifte years and upwards received the Rents, Iſſue and Profits, which were yearly worth 10 during which time by ſuch perception o Profits, the ſaid 28 *l.* 10 *s.* with all Intereſt due for the ſame is paid, with a great deal of overplus; and in all Equity and Good Conſcience, the ſaid *J. N.* ought to deliver up the poſſeſſion of all the Premiſſes to you Orator, and ought to make an account to your Orator for what he hath received above the ſaid 28 *l.* 10 *s.* and Intereſt, and ought alſo to deliver up all the Deeds, Writings and Evidences which relate thereunto. But now ſo it is, may it pleaſe your Lord-

ſhip,

ſhip, That the ſaid *J. N.* Combining and Confederating with divers other Perſons unknown to your Orator, whoſe Names when diſcovered, your Orator prays may be inſerted in this his Bill with apt words to charge them. To the end the ſaid *J. N.* may keep your Orator out of the poſſeſſion, and ſtill receive the Rents and Profits to himſelf, the ſaid *J. N.* doth not only refuſe to deliver the poſſeſſion of the ſaid Toft, Tenement, and other Hereditaments to your Orator, but alſo doth deny to give your Orator any account what he hath received out of the Premiſſes, though your Orator hath ſeveral times civilly intreated him to do the ſame. All which doings of the ſaid *J. N.* are contrary to Equity and Good Conſcience, and tend very much to the loſs and prejudice of your Orator. In tender conſideration whereof; and foraſmuch as your Orator cannot by the Common Laws of this Realm bring the ſaid *J. N.* to any account, nor obtain any relief thereupon unleſs by the aid and aſſiſtance of this Honourable Court, and the rather by reaſon your Orators Witneſſes that can make out the truth of the Premiſſes are either dead, *&c.* ſo that the truth of the Premiſſes cannot be known but by the Oath of the ſaid *J. N.* To the end therefore that the ſaid *J. N.* and the reſt of the Confederates when diſcovered, may upon their ſeveral Oaths true and full anſwer make to all and ſingular the Premiſſes; and particularly that the ſaid *J. N.* may ſet forth what

Title

Title he claims to the ſaid Toft, Tenem and other Hereditaments, and what Dee Writings and Evidences he hath in Cuſtody or in the Cuſtody of any other, what other Perſon with his privity that late thereunto; and whether there was ally and *bona fide* due to him any more th 28 *l.* 10 *s.* and that upon payment there purſuant to the Indenture of Agreement, was not to reconvey the ſame to your O tor; and may ſet forth the true yearly lue of the ſaid Toft, Tenement, and oth Hereditaments, and how much hath be received out of the Rents, Iſſues and Prof of the ſame, either by him or by any oth Perſon for his uſe; and may alſo ſet for how long he hath had the poſſeſſion or ceived the Profits thereof; and may and perfect anſwer make to all and ſingu other the matters and things in this Bill co tained, and all the circumſtances thereof, fully and particularly in every reſpect, a the ſame were all repeated and particular interrogated. And further, That the ſa *J. N.* may by the Decree of this Honou ble Court, not only be compelled to reco vey the ſaid Tenement, Toft, and other Hereditaments to your Orator, but alſo come to a full and juſt account with your Or tor, and render unto him what ſhall appe to be due: And that your Orator may be lieved in the Premiſſes according to Equ and Good Conſcience. May it pleaſe yo Lordſhip to grant, *&c.*

Plaint

Plaintiffs Executors of K. N. there being arrears of an Annuity due to her at her death, chargeable upon the Defendant Sir A N*'s Lands by virtue of an Indenture of Grant made by Sir* J. N. *Sir* A. N*'s Father, and the ſaid Sir* A. *for the Life of* K. N. *and her Husband; and Sir* J. N. *making ſome ſettlement afterwards to* L. N. *his younger Son, charges upon it* 10 *l. per Annum, part of the ſaid Annuity.* K. N. *arreſted the ſaid Sir* A. N. *for the Annuity, who entred into Bond for the payment of the ſame; and Bond being left in her Attorney's hands, who dies, and ſuppoſed to come to the hands of Defendant Sir* A. *and Sir* A. *having exhibited his Bill againſt* L. N. *and the ſurviving Executor of Sir* J. N. *and there being a Decree for* L. N. *to pay the* 10 *l. per Annum, part of the Annuity of* 30 *l. per Annum, and the whole Arrears of the Annuity at the death of* K. N. *being* 270 *l. and upwards, The Plaintiffs exhibit their Bill for the Arrears.*

HUmbly, *&c.* Your Orators *T. R.* of *London*, Gent. *J. R.* of *S.* in the County of *D.* and *W. R.* of the ſame in the ſaid County, Gentlemen, Executors of the laſt Will and Teſtament in Writing of *K. N.* late of *H.* in the County of *M.* Widow deceaſed, who was Relict and ſole Executrix of the laſt Will and Teſtament in Writing of *W. N.* late of *C.* in the ſaid County of *D.*

her late Husband deceaſed. That Sir *J.* N late of *H.* within the Pariſh of *N.* in th ſaid County of *D.* Baronet, being in his Life time, that is to ſay, in the Year of our Lord Chriſt, *&c.* and alſo at the time of his death, ſeized in his Demeſn as of Fee of and in divers Mannors, Meſſuages, Lands Tenements and Hereditaments within the ſaid County of *D.* of the clear value of 2000 *l. per Annum* and upwards, or of ſome other great yearly value. He the ſaid Sir *J. N.* together with *A. N.* his Son and Heir then apparent, now Sir *A. N.* Baronet, by Indenture bearing date the twelfth day of *January*, in the ſaid Year of our Lord, &c. made between him the ſaid Sir *J. N.* and the ſaid *A. N.* his Son and Heir then apparent of the one part, and the ſaid *W. N.* of the other part, for the Conſiderations therein mentioned, did Give, Convey, Set-over, Grant and Confirm unto the ſaid *W. N.* his Executors and Aſſigns, one Annuity or Yearly Rent of thirty Pounds *per Annum* of lawful Mony of *England*, quarterly to be paid and clearly diſcharged, then and at all times then-after of all Taxes according to any proportion thereof that ſhould be impoſed that is to ſay, ſeven Pounds ten Shillings thereof at the Nativity of St. *John* the *Baptiſt* then next enſuing, St. *Michael* the Archangel, the Birth of our Lord God, and the Annunciation of our Bleſſed Lady *Mary* the Virgin in every year, to be iſſuing out of thoſe ſeveral Lands and Tenements which then were in the poſſeſſion of Sir *J. N.* and

A. N

A. N. either and every of them within the ſaid County of *Devon* and elſewhere, To have and to hold the ſaid Annuity or Yearly Rent of thirty Pounds unto the ſaid *W. N.* his Executors and Aſſigns, from the four and twentieth day of *June* then next enſuing, for fourſcore and nineteen years fully to be compleat and ended, if he the ſaid *W. N.* and the ſaid *K.* his Wife, or either of them ſhould ſo long live. And if the ſaid Annuity or Yearly Rent of thirty Pounds ſhould be behind or unpaid in part or in all, by the ſpace of forty days after it ſhould become due, being lawfully demanded, that then it ſhould be lawful to and for the ſaid *W. N.* and his Aſſigns from time to time for the ſame to diſtrain on any of the ſaid Lands of the ſaid Sir *J. N.* or the ſaid *A. N.* at the Will, Election and Choice of him the ſaid *W. N.* and his Aſſigns to whom the ſaid Annuity or Yearly Rent ſhould happen to be due; and the ſaid diſtreſs or diſtreſſes from time to time ſo taken, to carry away impound and keep, and after ſix days warning to ſell, returning the overplus to the Owner thereof, until juſt ſatisfaction for the ſaid Annuity ſo being behind, and every part thereof, together with ſuch reaſonable Coſts annd Charges, as he to whom the ſaid Annuity (ſhould by virtue of the ſaid recited Grant become due) ſhould be put unto, for or by reaſon of the diſtreſs ſo to be taken as aforeſaid, with Covenant therein from the ſaid Sir *J. N.* and *A N.* to the ſaid *W. N.* and his Aſſigns, to do

any other or further Act or Acts, Thing or Things for the ſure making of the Premiſſes, when he or they ſhould be reaſonably requeſted thereunto, according to the true intent and meaning of the ſaid Indenture; as in and by the ſaid Indenture, under the Hands and Seals of the ſaid Sir *J. N.* and *A. N.* duly executed, had your Orator the ſame to produce to this Honourable Court, would more at large appear. And your Orators further ſhew, That afterwards, that is to ſay, about the Year of our Lord 1670. the ſaid Sir *J. N.* making ſome ſettlement of ſome part of his ſaid Lands in the ſaid County of *D.* upon *L. N.* one of his his younger Sons, he did charge upon the ſame the payment of the ſum of ten Pounds *per Annum*, which he directed ſhould be paid in or towards part of the ſaid Yearly Rent of 30 *l. per Annum* Annuity to the ſaid *K. N.* or her Aſſigns, for and during her Natural Life, or there was ſome Proviſoe, Condition, Obligation, Covenant or Agreement by the ſaid *L. N.* to the ſaid Sir *J. N.* or ſome other, for the payment of the ſaid ten Pounds *per Annum*, part of the ſaid Rent of thirty Pounds *per Annum*, to the ſaid *K. N.* or her Aſſigns, for and during her Natural Life, or ſome proviſion for that purpoſe, which if your Orator had the Deeds or Writings that were made by and between the ſaid Sir *J. N.* and the ſaid *L. N.* touching the ſame, to produce to this Honourable Court, would more fully appear, but the ſame are in the Hands, Cuſtody and Power

or

or Privity of the ſaid Confederates herein after named, or ſome or one of them; and they ought to produce the ſame for the ſatisfaction of this Court therein. And your Orators ſhew, That afterwards the ſaid Sir *A. N.* having contracted great Debts, the ſaid Sir *J. N.* together with the ſaid Sir *A. N.* ſettled all his Eſtate upon Truſtees, but whom your Orators know not, for payment of Debts, and particularly of Debts of him the ſaid Sir *J. N.* and all Annuities and Incumbrances created by him the ſaid Sir *J. N.* and Sir *A. N.* and by ſubſequent Agreements and Deeds contrived amongſt them, the Eſtate was to be charged with the payment thereof, all which the Confederates herein after named, have in their hands or privity, but conceal the ſame. And your Orators further ſhew, That in purſuance of the ſaid herein firſt recited Indenture of Grant, received and had of the ſaid Sir *J. N.* and *A. N.* or one of them, the ſaid Annuity or Yearly Rent of thirty Pounds for divers Years then after, for and during his Natural Life, that is to ſay, until the year 1664. And from and after his deceaſe, the ſaid *K.* the Relict and ſole Executrix of the ſaid laſt Will of the ſaid *W. N.* and to whom he thereby gave the reſidue of all and ſingular his Goods and Chattels, and Perſonal Eſtate, having in due form of Law proved the ſaid Will, and taken upon her the execution thereof, did by virtue thereof and of the aforeſaid Indenture, receive the ſaid Rent of thirty Pounds *per Annum* for divers

years then after, of the ſaid Sir *J. N.* while he lived, that is to ſay, until about the year of our Lord Chriſt 1675. about which time the ſaid Sir *J. N.* died, leaving his Eſtate ſo ſettled in Truſtees as aforeſaid; and having firſt made his laſt Will and Teſtament in Writing, and *W. N.* his Son, and *J. N.* his Grandſon Executors thereof, to whoſe or one of whoſe Hands, Cuſtody, Power, or Privity there is come ſince the death of the ſaid Sir *J. N.* Perſonal Eſtate of his ſufficient to pay all and ſingular his juſt Debts due and owing at his deceaſe, or at leaſt ſufficient to pay your Orators the arrears of the ſaid Annuities, and the ſame ought to be applied thereunto. And the ſaid *John* the Executor is ſince dead, leaving *Alice* his Relict and Executrix, and ſufficient Aſſets; and the ſaid *W. N.* is now ſurviving Executor of Sir *J. N.* and hath alſo married the ſaid *Alice* the Executrix of the ſaid *J.* And the ſaid Sir *J. N.* did alſo leave the ſaid *A. N.* now Sir *A. N.* his eldeſt Son and Heir, and his Eſtate ſo ſettled in Truſtees for payment of his Debts and Annuites as aforeſaid, to the value of 2000 *l. per Annum* and upwards, or ſome other great value, which by ſome proviſion or ſettlement made by the ſaid Sir *J. N.* were charged with the ſaid Annuities of 30 *l. per Annum* and the arrears thereof, or of ſome part thereof. And the ſaid Sir *A. N.* is ſeized and poſſeſſed of divers or ſome other Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of

of *D.* or elſewhere, which he now holdeth and enjoyeth, by or from ſome other Perſon or Perſons, or upon ſome other Right, Title or Intereſt, or for ſome Eſtate to the value of 500 *l. per Annum* and upwards, or ſome other conſiderable value, but charged nevertheleſs with the ſaid Annuity and the arrears thereof in manner as aforeſaid. And your Orators ſhew, That the ſaid Sir *A. N.* from and after the death of the ſaid *J. N.* neglecting to pay to the ſaid *K. N.* or any on her behalf, the ſaid Rent of 30 *l. per Annum* or any part thereof, although the ſaid *K. N.* by her ſelf and her Agents did often in fair and friendly manner requeſt and demand of the ſaid Sir *A. N.* the payment thereof; neither did the ſaid *L. N.* pay to the ſaid *K.N.* or any for her the ſaid ſum of 10 *l. per Annum* or any part thereof according to his agreement and ingagement to and with the ſaid Sir *J. N.* And alſo the ſaid *W. N.* the ſurviving Executor of the ſaid *J. N.* refuſing or neglecting to pay the Arrears of the ſaid Annuity at his death, and there being then due to the ſaid *K.* for the Arrears of the ſaid Annuity of 30 *l. per Annum*, the ſum of one hundred and eighty Pounds and upwards, thereupon the ſaid *K.* did procure the ſaid *A. N.* to be Arreſted for the ſame: And being ſo Arreſted, he the ſaid Sir *A. N.* did ſend unto and acquaint the ſaid *K. N.* that he was not then furniſhed with preſent Mony to pay the ſaid Arrears, but that he would give her his Bond or Ingagement in Writing to pay her the ſame in ſome ſhort

time then after, or to ſome ſuch effect, did by his Wife the Lady *N.* or otherwiſe, deſire and very much ſollicit and importune the ſaid *K. N* to take ſuch Bond or Ingagement and to free him from the ſaid Arreſt, or then Action or Suit brought againſt him; and the ſaid *K. N.* being prevailed upon ſo to do, the ſaid Sir *A. N.* (as your Orators have heard and believe) did enter into ſome Bond or ſome Ingagement, Covenant or Agreement in Writing, to pay to the ſaid *K.* her Executors or Adminiſtrators the Arrears of the ſaid Annuity of 30 *l. per Annum* then due, the which Bond or Writing was delivered or left in the Hands or Cuſtody of one Mr. *F.* of *E.* the ſaid *K*'s Attorney, or into the Hands or Cuſtody of his Clerk or Servant, or ſome other for the uſe and benefit of the ſaid *K. N.* And the ſaid Mr. *F.* ſhortly or ſome time then after dying, your Orators know not what is become of the ſame, but have heard and believe that the ſaid Sir *A. N.* or ſome one on his behalf and with his privity, by ſome ways or means got the ſaid Bond or Writing for payment of the ſaid Arrears of the ſaid Annuity then due, into his Hands or Power, or the ſame is come into the Hands or Power of the ſaid Sir *A. N.* or of ſome other Perſon or Perſons on his behalf and with his privity, and he hath cancelled and made void, or otherwiſe conceals, detains and keeps the ſame, and ſometimes denieth to have the ſame, and otherwhiles refuſeth to deliver the ſame. The which Bond or Security was only given

as

as a further Security for ſo much of the ſaid Arrears, and accordingly ought to be produced and made uſe of for your Orators benefit, but was not to free or diſcharge the ſaid Lands from the ſaid Annuity and the Arrears thereof. And your Orators further ſhew, That the ſaid Sir *A. N.* deſigning and contriving if he could to defeat the ſaid *K. N.* of the ſaid Annuity of 30 *l. per Annum* and of all the Arrears thereof, and to free himſelf from payment of the ſame, in or about the year of our Lord 1680. exhibited his Bill in this Honourable Court, for that purpoſe againſt the ſaid *K. N.* and the ſaid *L. N.* and againſt *W. N.* the ſurviving Executor of the ſaid Sir *J. N.* deceaſed and others, and did amongſt other matters therein contained ſet forth, that the ſaid Sir *J. N.* had drawn him the ſaid Sir *A.* the then Plaintiff to ſecure a Rent of 30 *l. per Annum* to the ſaid *W. N.* for his and the then Defendant *K.* his Wives Lives by a Charge upon Lands on his the ſaid Sir *John*'s Promiſe, to indempnifie the then Plaintiff againſt the ſame, which then the Defendant *W. M.* his ſurviving Executor refuſed to perform, though he had Aſſets ſufficient as was thereby ſuggeſted. And that the then Defendant *L. N*'s Lands ſtood chargeable with 10 *l. per Annum* thereof, though he refuſed to pay the ſame, and prayed to be relieved againſt the ſaid Rent-charge or Annuity to the ſaid *K. N.* To which Bill the then Defendants put in their Anſwers. And the ſaid *K. N.* did in and by her then Anſwer ſet forth her Right, Title and

and Intereſt unto and in the ſaid Annu
or Rent-charge of 30 *l. per Annum* as a
ſaid. And ſhe and all the then Defend
did deny that they ever knew or belie
that the ſaid Sir *J. N.* made or was un
any Promiſe or Ingagement to indemn
the ſaid then Plaintiff Sir *A. N.* againſt
ſaid Rent-charge of 30 *l. per Annum.*
R. a Truſtee of the ſaid Sir *J. N.* and
ſaid *L. N.* did acknowledge and admit
the ſaid *L. N.* held Lands chargeable w
ten Pounds *per Annum*, which was to
and be paid towards ſatisfaction of the
Rent-charge of 30 *l. per Annum*, and ne
pretended any thing to the contrary. A
Iſſue being joined in the ſaid Cauſe,
vers Witneſſes were examined on both
and publication of the ſaid Examination
ving paſt the 11*th* day of *June*, in the
fifth year of the Reign of our late Sover
Lord King *Charles* the Second, the ſaid C
came to hearing in the ſaid Court be
the Right Honourable *Francis* Lord N
then and late Lord Keeper of the G
Seal of *England*; and the Matter being
debated, and the Proofs taken in the
Cauſe read, his Lordſhip did then Order
Decree, that as touching the ſaid R
charge or Annuity of 30 *l. per Annum*
manded of the then Plaintiff by the ſaid
That the ſaid *L. N.* ſhould pay, free and
charge the ſaid then Plaintiff againſt 10*l.*
Annum thereof, out of the Profits of
Lands ſettled upon him by the ſaid Sir *J.*
for that end: And that the then Plaintiff
A.

K. N. ſhould be only chargeable with 20 *l. per Annum* of the ſame, and with no greater proportion ever ſince the ſaid Sir *J. N*'s death; as in and by the ſaid Bill, Anſwers and Decree, all of Record in this Honourable Court, and to which for more certainty your Orators refer themſelves, may more fully and at large appear. And your Orators further ſhew, That in or about the Month of *April*, in the year of our Lord 1684. the ſaid *K. N.* departed this Life (there being then due for the Arrears of the ſaid Annuity of 30 *l. per Annum* 270 *l.* and upwards, beſides her Coſts and Charges) ſhe having firſt made her laſt Will and Teſtament in Writing, and your Orators Executors thereof. And your Orator *T. R.* hath proved the ſaid Will in the Perrogative Court of *Canterbury* in due form of Law, and taken upon him the Burden of the Execution thereof; and upon the Probate of the ſaid Will, Power is reſerved to your Orators *J. R.* and *W. R.* to make Probat of the ſaid Will, and take upon them the Execution thereof, as by the ſaid Probat thereof under Seal of the ſaid Court ready to be produced, it may more fully appear; and your Orators are thereby well intituled to the Arrears of the ſaid Annuity or Rent-charge of 30 *l. per Annum*, due unto and at the death of the ſaid *K. N.* and to have, receive and enjoy the ſame with Damages, and their Coſts and Charges which they or their Teſtatrix have or ſhall be put unto for the obtaining thereof. And your Orators are alſo well intituled unto,

unto, and ought to have the benefit
advantage of the ſaid Decree made for
payment of the ſaid Annuity or Rent-cha
of 30 *l. per Annum* to the ſaid *K. N.*
your Orators pray they may have libe
to proceed thereupon, and have the ſa
advantage thereby againſt the ſaid Sir *A.*
and *L. N.* in all reſpects as the ſaid *K.*
might have done in caſe ſhe had been livi
and alſo the benefit of all other ſecuri
for the payment of the ſaid Annuity
the Arrears thereof. But now ſo it is
it pleaſe your Lordſhip, that the ſaid *K.*
being dead, and the ſaid Sir *A. N.* and *L.*
deſigning and contriving to defeat and
fraud your Orators of the Arrears of
ſaid Annuity of 30 *l. per Annum* due
the ſaid *K.* at her death, amounting to
and upwards, for that purpoſe have co
bined and confederated by and betwe
themſelves, and to and with the ſaid *W.*
the ſurviving Executor of the ſaid Sir *J.*
and to and with divers other Perſons
your Orators unknown, whoſe Names wh
diſcovered, your Orators pray may be
ſerted into this Bill, and they and every
them made Parties Defendants thereun
with apt words to charge them, They
ſaid Confederates Sir *A. N.* and *L. N.* by
Combination aforeſaid do refuſe to pay
Arrears of the ſaid Annuity of 30 *l. per A*
num due unto and at the death of the ſa
K. N. although your Orators by themſelv
and their Agents or Agent have often in
fair and friendly manner requeſted the

ſpectively to do the ſame. And the ſaid Confederates do now pretend and give out ſpeeches, and in particular the ſaid Sir *N.* doth pretend and give out, that the ſaid Sir *J. N.* and he the ſaid Sir *A. N.* did never execute the ſaid Indenture of Grant of the ſaid Annuity herein before mentioned and ſet forth, and that the ſaid *K. N.* had no Right or Title to the ſaid Annuity of 30 *l. per Annum* or to any Arrears thereof; and ſometimes, that though ſhe had a Right or Title to the ſaid Annuity of 30 *l. per Annum* for her Life, and that there were ſome Arrears thereof incurred, yet that ſhe did give ſome Releaſe or Diſcharge of the Arrears thereof due to her ſome ſhort time before her deceaſe, and ſometimes that the ſaid *K. N.* received the Arrears of the ſaid Annuity, or moſt or great part thereof in her Life-time; and that there was not 270 *l.* or any ſuch great ſum, but only ſome very ſmall matter due to the ſaid *K. N.* for the Arrears of the ſaid Annuity of thirty Pounds *per Annum* at the time of her deceaſe, and yet the ſaid Confederates refuſe to diſcover and ſet forth what and how much ſhe received thereof, and what and how much was due to her for the ſame at the time of her death; whereas the ſaid Confederates, and in particular the ſaid *A. N.* doth well know, and ſo the Truth is, that he and the ſaid late Sir *J. N.* did duly execute the ſaid Indenture of Grant of the ſaid Annuity of 30 *l. per Annum* to the ſaid *W. N.* as herein is before ſet forth;

forth; and that the ſaid *K. N.* after the d
of the ſaid *Walter* was well intituled to
ſame for her life; and that there was
or ſome great ſum incurred and grown
and owing to the ſaid *K. N.* for the Ar
of the ſaid Annuity of 30 *l. per Annu*
the time of her deceaſe, beſides all
Coſts and Charges; and that ſhe
received the ſaid Arrears, or releaſed
diſcharged the ſaid Annuity or the ſaid
rears thereof due at her death or any
thereof: And the ſaid *L. N.* pretends
gives out, that his Lands were not cha
or liable to the payment of the ſaid An
ty or any part thereof, or any Arrears
the ſame; and that he did not make
Contract or Agreement with the ſaid
Sir *J. N.* or give any Bond, Covenan
other Ingagement concerning the ſame
had any conſideration for doing the ſa
And the ſaid *W. N.* pretends and gives
that he hath not Aſſets of the ſaid Sir *J.*
ſufficient to pay your Orators the An
of the ſaid Annuity, and that he ought
to pay the ſame if he had Aſſets, but
the ſaid Sir *A.* and *L. N.* ought to pay
ſame: And the ſaid Confederates pret
that they or either of them are not b
by the ſaid Decree, nor will perform
ſame; and do alſo conceal all the Deed
Writings and other Securities, whereby
would appear, that all the aforeſaid L
and Premiſſes are chargeable with the
Annuity and the Arrears thereof. All w
doings of the ſaid Confederates are cont

to Right, Equity and Good Conſcience, and tend to your Orators wrong and prejudice. In tender conſideration whereof, and forſmuch as your Orators are remedileſs in the Premiſſes by the ſtrict Rules of the Common Laws of this Realm; all the ſaid Deeds and Writings whereby the ſaid Lands are charged with the ſaid Rent, being detained, ſuppreſſed or concealed by the ſaid Confederates, and the Witneſſes that could prove the Sealing and delivery of the ſaid firſt mentioned Deed of Grant of the ſaid Annuity by the ſaid Sir *J. N.* and *A. N.* being all now dead or in parts remote and utterly unknown to your Orators, ſo that your Orators are not able to juſtifie and maintain taking Diſtreſs upon the Premiſſes; neither have your Orators any means to diſcover and have the ſaid Bond which the ſaid Sir *A. N.* gave for the ſaid Arrears to that time due, and other the ſaid Securities given for the payment thereof, and which is ſince come to the Hands, Power or Privity of the ſaid Confederates ſome or one of them; neither in caſe your Orators muſt proceed to take their proportions of the Arrears of the ſaid Annuity according to the proportion that the Decree appointed the ſaid Annuity of 30 *l. per Annum* to be paid to the ſaid *K. N.* in her Life-time, have your Orators any means to inforce an execution and performance of the ſaid Decree for the payment of the ſaid Arrears by the ſaid *L. N.* and the ſaid Sir *A. N.* but by the aid and aſſiſtance of this Honourable Court.

To

To the end therefore that the ſaid Sir *A.* *L. N.* and *W. N.* and other the ſaid Co derates when their Names ſhall be diſcov ed, may upon their ſeveral Corporal Oa true, full and particular Anſwers make all and every the matters and things here before charged and ſet forth, as fully a amply in all reſpects, as if the ſame were he again repeated and interrogated. And t ſaid Sir *A. N. L. N.* and *W. N.* ſome or o of them may pay your Orators the ſaid A rears of the ſaid Annuity of 30 *l.* *per A num*, due at the death of the ſaid *K. N.* wi the damages, and the Coſts and Charges i obtaining thereof; or that your Orato may have ſuch other and further relief t this Honourable Court as ſhall be agreeab to Equity. May it pleaſe, *&c.*

Complainant's Brother M. M. *being indebted to him by Bond and otherwiſe in ſeveral great ſums of Mony, and likewiſe to* J. M. *Complainants other Brother at his death, who by a nuncupative Will, made Plaintiff Executor; and being prevailed upon by his Brother* M. M. *not to prove the ſame,* J. M. *the Defendant, Son of* M. M. *after his Fathers death being Executor and Heir to his Father, gets out alſo Letters of Adminiſtration to his Uncle. And his Father having by his Will given Plaintiff ſeveral Lands, and the reverſion of an Inn and* 200*l. in Mony; and Defendant after his Fathers death altering the Will by adding a Codicil, and razing and blotting the Bequeſts of the Lands to the Plaintiff, yet ſo that with great difficulty the ſame may be read; and tearing and cancelling a Bond of his Fathers which was ſhewed him by his Uncle without paying a penny of the Debt, Plaintiff exhibits this Bill to be paid his Fathers and Uncles Debts out of the Eſtate, and to examin his Witneſſes, and to prove the Defendants Fathers Will in this Court as it was made by Teſtator without alterations.*

To the Right Honourable the Lords Commiſſioners for the Cuſtody of the Great Seal of England,

HUmbly complaining, ſheweth unto your Lordſhips *P. M.* of the City of *Weſtminſter*, Gentleman; That one *M. M.* Brother to your ſaid Orator did by his

Writing Obligatory, dated on or about the ninth day of *October*, in the year 1660. acknowledge himſelf to be indebted to your ſaid Orator in the ſum of 90 *l.* of good and lawful Mony of *England*, and by the ſaid Writing Obligatory, did bind himſelf his Heirs, Executors, Adminiſtrators and Aſſigns for the payment of the ſaid ſum of 90 *l.* And the aforeſaid *M. M.* by his Note under his Hand, bearing date the ſeventh day of *April* one thouſand ſix hundred ſeventy three, did alſo acknowledge himſelf to be indebted to your Orator in the ſum of 145 *l.* 6 *s.* being the Ballance of all Accounts at that time between them, which ſaid ſum of 145 *l.* 6 *s.* is a diſtinct ſum of it ſelf from the ſaid 90 *l.* And the ſaid *M. M.* was alſo juſtly indebted unto one *J. M.* another Brother of your ſaid Orators at the time of the death of the ſaid *J. M.* which was on or about the beginning of *June* 1661. in the ſum of 311 *l.* which ſaid ſum of 311 *l.* was lent to the ſaid *M. M.* by the ſaid *J. M.* on or about the three and twentieth day of *December* 1658. And your Orator further ſheweth, That the ſaid *J. M.* in his laſt ſickneſs whereof he died, made a nuncupative Will, and made your Orator Executor thereof; which ſaid Will your Orator intended ſeveral times to have proved in due Form in the Spiritual Court, but was prevailed upon from time to time by the great importunities and cunning inſinuations of the ſaid *M. M.* not to prove the ſame during the life of him the ſaid *M. M.*

M. M. he the ſaid *M. M.* continually promiſing and aſſuring your Orator that he would ſpeedily pay or cauſe to be paid unto your Orator the aforeſaid ſum of 311 *l.* but your Orator ſheweth, That after the death of the ſaid *M. M.* *J. M.* Son of the ſaid *M. M.* intending to defeat your ſaid Orator of the ſaid ſum of 311 *l.* without the privity or knowledge of your Orator, applied himſelf to the Spiritual Court in *London*, and by fraud and circumvention, without ever mentioning the ſaid nuncupative Will, though the ſaid *J. M.* the hereafter named Defendant knew of the making thereof, and without mentioning that your ſaid Orator was in being, or that your ſaid Orator was Brother to him the ſaid *J. M.* and by telling the Judge of the Spiritual Court, that he the ſaid *J.* was the only Relation alive to him the ſaid *J. M.* did obtain Letters of Adminiſtration of the Goods, Rights and Credits of the ſaid *J. M.* his Uncle, upon theſe and other the like falſe ſuggeſtions, in order to defeat your ſaid Orator of his ſaid Mony which did belong to him as he was Executor of the ſaid nuncupative Will. And your Orator further ſheweth, That beſides the ſaid Bond for ninety Pounds, and the aforeſaid Note of 145 *l.* 6 *s.* there was alſo an account between your ſaid Orator and the ſaid *M. M.* on which account the ſaid *M.* was indebted to your ſaid Orator in the ſum of 589 *l.* 14 *s.* 1. *d.* beginning in time from the tenth of *April* 1673. and ending the tenth of *March* 1679.

conſiſting of a great number of *Items*, which account the ſaid *M. M.* had in his Life-time, ſome time before his death, ſeen and owned to be due to your Orator. And your Orator further ſheweth, That from the beginning of the year 1660. to the time of the death of the ſaid *M. M.* your Orator went very often every year to him the ſaid *M. M.* during the Life of the ſaid *M. M.* and in a friendly manner deſired him to pay the ſeveral ſums of Mony that he owed your ſaid Orator, and to even accounts; which ſaid ſums of Mony the ſaid *M. M.* always acknowledged to be due and owing to your ſaid Orator, and promiſed payment thereof, but deferred the ſame by telling your Orator, that he your ſaid Orator wanted not Mony, and therefore deſired your ſaid Orator to forbear him from time to time, and that he would honeſtly pay your ſaid Orator; and that in conſideration of his kindneſs and forbearance for the aforementioned ſums, he the ſaid *M. M.* would not only provide for and take care to pay the Monies owing your ſaid Orator as aforeſaid with Intereſt for the ſame, but alſo by his laſt Will and Teſtament would give your Orator a conſiderable Legacy; and for that reaſon your Orator was not preſſing for his ſaid Monies due to him, and the ſaid *J. M.* the herein after named Defendant, the Son of the ſaid *M. M.* knew of theſe paſſages and tranſactions between him the ſaid *M. M.* and your Orator. And your Orator further ſheweth, That on

or about the fifth of *June*, one thouſand ſix hundred eighty five, the ſaid *M. M.* made his laſt Will and Teſtament in Writing, and made the ſaid *John M.* his Son, the hereafter named Defendant, Executor thereof; which ſaid *J. M.* is alſo Heir at Law to him the ſaid *M. M.* and within four Months after the ſaid Will made, he the ſaid *M. M.* departed this Life, leaving ſufficient aſſets to pay his Debts, and in and by the ſaid Will the ſaid *M. M.* did give unto your Orator ſeveral Lands in the Pariſh of *Bow*, in the ſaid County of *Devon*, which was a Fee-ſimple Eſtate in poſſeſſion in him the ſaid *M. M.* at the time of his Death, and likewiſe his Lands in *Dunſtar* in the ſaid County of *Devonſhire*, which was alſo a Fee-ſimple Eſtate in poſſeſſion in him the ſaid *M.* at the time of his Death. And by his ſaid Will did alſo give to your ſaid Orator and his Heirs, the reverſion of a Houſe or Inn called the *Black Swan with two Necks* in St. *John's Street* in the Pariſh of *Clerkenwell* in the County of *Middleſex*; and by his ſaid Will gave unto your ſaid Orator the ſum of two hundred Pounds (*viz.*) one hundred Pounds to be paid within ſix Months after his death (fifty Pounds of which was to be paid to one *N. M.* for which he the ſaid *M. M.* the Teſtator ſtood bound for your ſaid Orator; and the other one hundred Pounds was to be paid at the end of two years if your ſaid Orator ſhould then be living: And the very words in the Will of the ſaid *M. M.* which concerns the Be-

queſt made thereby to your Orator are as followeth, *I give and bequeath unto my Brother* P. M. *and his Heirs, all my Eſtate, Right, Title and Intereſt of, in and to all my Lands lying* (*not in the Town, but*) *in the Pariſh of* Bow *in* Devonſhire, *formerly in the poſſeſſion of* Nicholas Darby, *and alſo one Houſe and half Acre of Land more or leſs, lying in* Dunſtar *in* Somerſetſhire, *and all Rents and Arrearages of Rents due for the ſame: And further give unto my ſaid Brother* P. M. *and his Heirs the reverſion and reverſions of the Houſe or Inn, known by the Name or Sign of the* Black Swan with two Necks, *in St.* John Street *near* Hicks *his Hall in* Middleſex. *And I moreover give unto my ſaid Brother* P. M. *two hundred Pounds of good and lawful Money of* England (viz.) *one hundred Pounds, part thereof to be paid unto him within the ſpace of ſix Months next after my deceaſe,* (*fifty Pounds of which is to be paid to* N. M. *for which I ſtand bound*) *and the other one hundred Pounds reſidue thereof, at the end of two years after my deceaſe.* As by the ſaid Will remaining in the Prerogative Court of *Canterbury*, relation being thereunto had, doth more fully appear. And your ſaid Orator very well deſerved the ſaid Lands given him by the ſaid *M. M*'s Will, for that your Orator was very advantagious by his Advice given to him the ſaid *M.* in the affairs of his Trade, and that he was the making of him in his worldly Eſtate; and this is well known to *J. M.* the hereafter named Defendant, who hath been preſent ſeveral times when your ſaid

ſaid Orator had adviſed the ſaid *M. M.* what to do in his Trade; and he the ſaid *J.* hath thanked ſeveral times your ſaid Orator for his advice and aſſiſtance given to the ſaid *M. M.* his Father. And your Orator further ſheweth, That there is a Codicil annexed to the ſaid Will of the ſaid *M. M.* and three Witneſſes to the ſaid Codicil, in theſe words; *Whereas there is in the ſecond Sheet ſix Lines and three pieces of Lines blotted out, and two interlinings; containing in the firſt interlining, theſe words* (viz.) *fifty Pounds, which is to be paid to* N. M. *for which I ſtand bound; and in the ſecond interlining, the word* [*fifty*] *put in, I acknowledge it to be my own alteration, and made by me and with my Hand this eighth day of* December, *one thouſand ſix hundred eighty and five* M. M. *Witneſs* T. D. J. A. *his mark* J. L. And your Orator further ſheweth, That ſince the death of the ſaid *M. M.* the aforeſaid Codicil was added to the ſaid Will, and the Will of the ſaid *M. M.* hath been altered, obliterated and defaced by ſome Perſons, and by ſome ways and means unknown to your Orator, the names of which Perſons that made the ſaid Codicil with the places of their Habitation, and how the ſaid Will was altered, your Orator prays the ſaid *J. M.* may ſet forth, and the Bequeſts by the ſaid Will given to your ſaid Orator of the Premiſſes, given in the County of *Devon* in the County of *Somerſet*, and in the County of *Middleſex*, are razed, blotted and ſtruck out, but yet ſo, that the ſame with great difficulty may be

read. As in and by the ſaid Will, if the ſame were produced to this Honourable Court, would more fully appear. And your Orator further ſheweth, That ſoon after the death of the ſaid *M. M.* the ſaid *J. M.* the Son poſſeſſed himſelf of all the Real and Perſonal Eſtate of the ſaid *M. M.* and although your ſaid Orator hath ſeveral times applied himſelf in a friendly manner to the ſaid *J. M.* to ſatisfie and pay your ſaid Orator the aforementioned ſum and damages for the ſame that were owing to him your ſaid Orator by the ſaid *M. M.* and to put your ſaid Orator into poſſeſſion of the Premiſſes, and to give him an account as much as lay in him the ſaid *J. M.* ſo to do, which were deviſed to your Orator as aforeſaid; he the ſaid *J. M.* at firſt ſeemed to comply therewith, yet the ſaid *J. M.* hath not performed his word in any of the matters aforeſaid. And your Orator further ſheweth, That he the ſaid *J. M.* your Orator being one day with him at his Houſe ſoon after the death of *M. M.* his Father, did deſire of your ſaid Orator (your Orator having made mention of the aforeſaid Obligation of ninety Pounds, and that it was in his Pocket) that your ſaid Orator would ſhew him the ſaid Obligation, and your Orator putting the ſaid Obligation into the hands of him the ſaid *J. M.* he tore off the Seal of the ſaid Obligation, and bid your ſaid Orator take his courſe in Law or Equity as he ſhould be adviſed; and when the ſaid Obligation was thus torn by him the ſaid *J. M.* there-

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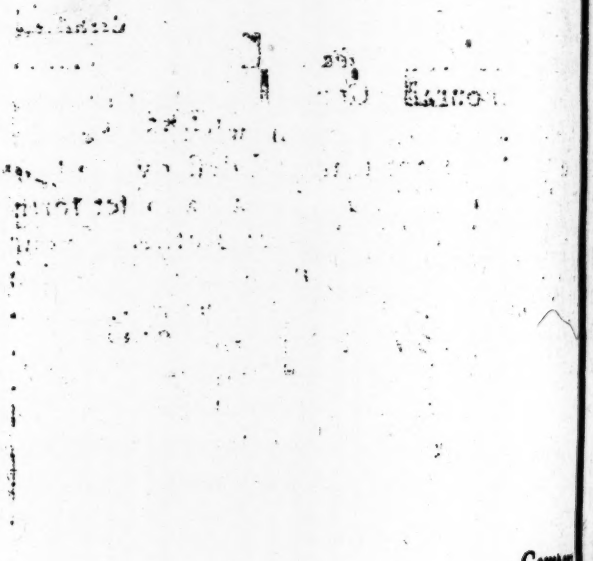
was not one Farthing ſatisfied of it then, and the Mony due therein is all ſtill behind and unpaid. And he the ſaid *J.* M. from time to time hath put ſeveral delaies upon your ſaid Orator in the ſeveral matters aforeſaid, by propoſing to your ſaid Orator, that all differences, and the matters in diſpute between your ſaid Orator and the ſaid *J.* M. might be put to a Reference and left to two indifferent Perſons, to end and determine the ſame. And thereupon a great many Arbitration Bonds were ſealed and entred into by the ſaid *J.* M. and your Orator each to the other, (your Orator having ſince loſt all the ſaid Bonds excepting two, one of which bears date the twenty ſixth day of *June*, in the year of our Lord one thouſand ſix hundred eighty nine, and the other bears date the twenty ninth day of *June*, one thouſand ſix hundred and ninety) to ſtand to the Arbitrament of the Perſons named in the ſaid Obligations indifferently choſen betwixt your Orator and the ſaid *J.* M. in order to end and compoſe all the matters aforeſaid, as in and by the ſaid Bonds, relation being thereunto had and ready to be produced to this Honourable Court, do more fully appear. And your Orator further ſheweth, That purſuant to thoſe Bonds, and divers other Bonds ſealed as aforeſaid betwixt your ſaid Orator and him the ſaid *J.* M. to the ſame purpoſe, which your ſaid Orator hath loſt, touching the matters aforeſaid, and made before and after the abovementioned Obligations or

Bonds

Bonds of Award betwixt your ſaid Orator and him the ſaid *J.* M. for the compoſing the matters aforeſaid; your ſaid Orator did ſeveral times apply himſelf to the ſaid Arbitrators, deſiring them that they would appoint ſome time for the ending and determining the matters aforeſaid, which they accordingly did, and gave notice thereof to the ſaid *J.* M. but he ſo prevailed with the ſaid Arbitrators on his ſide before the ſet time, that they never would do any thing by virtue of their Power, ſo that your Orator was wholly deluded therein. All which Proceedings of the ſaid *J.* M. are contrary to Equity and Good Conſcience, and tend to the apparent loſs and damage of your ſaid Orator. And your ſaid Orator being remedileſs for the matters aforeſaid ſave in this Honourable Court before your Lordſhip, your Orators Witneſſes who could prove the truth of all the Premiſſes, being ſince dead or in parts unknown to your Orator. To the end therefore that the ſaid *J.* M. upon his Corporal Oath may true Anſwer make to all and ſingular the Premiſes as if particularly interrogated and repeated; and more eſpecially whether the ſaid M. M. at the time of his death was not indebted to your ſaid Orator in the ſeveral ſums aforeſaid; and whether before his death he made his laſt Will and Teſtament in Writing, and who is made Executor thereof, and whether the ſaid Will ſince the ſame was made and publiſhed by the ſaid M. M. is not altered, blotted, obliterated,

rated, razed or defaced in any, and in what part thereof; and if ſo, wherein, by whom, when and for what reaſons was the ſame done: And whether the ſaid M. M. by the ſaid Will did not give ſuch or ſuch Legacies, and make ſuch or ſuch Bequeſts to your ſaid Orator as is before alledged; and may alſo ſet forth and diſcover where the ſaid Will now is, and may produce the ſame; and that your Orator may be permitted to examine his Witneſſes and prove the ſame in this Honourable Court; and that the ſaid J. M. may alſo ſet forth whether he the ſaid J. M. did not tear and deſtroy the ſaid Bond as aforeſaid: And may alſo ſet forth whether the ſaid J. M. the Brother of your ſaid Orator did not make a nuncupative Will and nominate your Orator the Executor thereof. And that the ſaid J. M. may ſet forth and diſcover what Eſtate the ſaid M. M. died poſſeſſed of, intereſted in or intituled unto, and in what particulars the ſame conſiſted, and how the ſame hath been applied, and where the remainder now is, whether any of the Securities have been altered of the ſaid M. M. or whether elſe they remain as they did at the ſaid M. M's death, and that your ſaid Orator may have a full and perfect diſcovery and account of the ſaid M. M's Real and Perſonal Eſtate, and that your Orator may be paid thereout what is juſtly owing to him from the ſaid M. M. and that your ſaid Orator may be relieved in all and ſingular the Premiſſes according to Equity and

and Good Conſcience. May it pleaſe your Lordſhips to grant to your ſaid Orator their Majeſties moſt Gracious Writ of Subpœna to be directed to him the ſaid *J.* M. thereby commanding him at a certain day, and under a certain pain therein to be limitted, perſonally to be and appear before, *&c.*



Company of Stationers having Letters Patents from ſeveral Kings and Queens for Printing and Vending of Pſalms, Primers, Almanacks, &c. *and by Letters Patents from King* James *the Firſt, confirming the ſaid Letters Patents from other his Predeceſſors, giving the Corporation alſo Power to make By-Laws, and who by virtue thereof by a By-Law ſettled and limitted* 200 *l.* per Annum *out of the Profits of Primers, Almanacks,* &c. *for relief of poor Widows and Orphans of their Corporation. And Defendant being an Haberdaſher and no Member of the Corporation, and Printing, importing and Selling great numbers of Primers, Almanacks,* &c. *Plaintiffs exhibit their Bill for diſcovery.*

To the Right Honourable Heneage *Earl of* Nottingham, *Lord High Chancellor of* England.

HUmbly complaining, ſheweth unto your good Lordſhip, your Orators the Maſters and Keepers or Wardens and Comonalty of the Myſtery or Art of Stationers of the City of *London*, That King *Philip* and Queen *Mary* for the avoiding of divers great abuſes and diſorders in and about the Printing of Books, did by their Letters Patents dated the fourth day of *May*, in the third and fourth Year of their Reign Incorporate

porate your Orators Predeceſſors by the name aforeſaid, thereby granting to them and their Succeſſors divers great Priviledges, Powers and Advantages, as by the ſaid Letters Patents may appear. And your Orators further humbly ſhew, That Queen *Elizabeth* having by her Letters Patents dated the firſt and twentieth day of *February*, in the three and thirtieth year of her Reign, granted to *Verney Alley*, Gentleman, the Reverſion for the term of thirty years, to begin from the death of *John Day* and *William Day* his Son, by himſelf or his Aſſigns, to Imprint or cauſe to be Imprinted the Pſalms of *David* in Engliſh Meeter and Notes to ſay them, the *A, B, C,* with the little Catechiſm in Engliſh and Latin, compiled by *Alexander Nowell*, with all other Books in Engliſh and Latin which the ſaid *Alexander Nowell* before that or thereafter ſhould Make, Write or Tranſlate, and had or ſhould appoint to be Printed by the ſaid *Verney Alley* and his Aſſigns: And alſo all other Books whatſoever that the ſaid *Verney Alley* ſhould Imprint, being Compiled, Tranſlated and Set forth by any Learned Man, at the Procurement, Coſts and Charges of the ſaid *Verney Alley*; the ſame Letters Patents, with the Benefit and Advantage thereof was by the Adminiſtrators or Aſſigns of the ſaid *Verney Alley* Aſſigned and Set over to certain Perſons in truſt for the Maſters and Keepers or Wardens and Commonalty of the Myſtery of Stationers, *London*. And your Orators further ſhew, That his Late Majeſty King *James* by his Letters Pa-

tents,

tents, dated the nine and twentieth day of *October*, in the firſt year of his Reign, did grant unto the ſaid Corporation of Stationers, the ſole Printing and vending of Primers, Pſalters and Pſalms in Meeter and Proſe with or without Muſical Notes in the Engliſh Tongue, except as in the ſaid Letters Patents, and herein after is excepted, and all manner of Almanacks and Prognoſtications, which then were or ſhould be ſet forth or uſed in *England*, thereby prohibiting all other Perſons from Printing or Vending the ſame; which laſt mentioned Letters Patents were by the ſaid Corporation of Stationers afterwards and before the eighth day of *March*, in the thirteenth year of his ſaid Majeſty's Reign, ſurrendred to his ſaid Majeſty in his ſaid Majeſty's High Court of *Chancery*. And your Orators further humbly ſhew, That his ſaid late Majeſty King *James* afterwards in conſideration thereof, and for relief of the ſaid Corporation, out of his abundant Grace, and his certain Knowledge by his other Letters Patents, made and dated upon the ſaid eighth day of *March*, in the ſame thirteenth year of his Reign, therein reciting the ſaid ſeveral Letters Patents to the ſaid *Verney Alley*, and that the ſame and the Intereſt thereof was aſſigned in Truſt for the ſaid Corporation as aforeſaid; and alſo reciting the ſaid Letters Patents of the nine and twentieth day of *October*, in the firſt year of his Reign and the ſurrender thereof, did Give and Grant unto the ſaid Maſters and Keepers

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ers or Wardens and Comonalty and their Succeſſors for ever, full Power, Authority and Priviledge to Imprint or cauſe to be Imprinted all manner of Book and Books of Primers, Pſalters and Pſalms in Meeter or Proſe with Muſical Notes and without Muſical Notes, both in great and ſmall Volumes in the Engliſh Tongue, which then were or thereafter ſhould be ſet forth or permitted by him his Heirs or Succeſſors, or by any other Perſon or Perſons thereto by him his Heirs or Succeſſors authorized or to be authorized, to be had, uſed, read or taught of by or unto his loving Subjects within his Realm of *England*, by whatſoever name or names, the ſame Book or Books or any of them then were or ſhould be called (The Books of Common Prayer then uſually read or to be read in the Churches of *England*, together with all Books contained in the Letters Patents of the Office of his ſaid Majeſty's Printer Granted to *Robert Barker* and *Chriſtopher Barker* his Son, other than the ſaid Book and Books of Primers, Pſalters, Pſalms in Meeter or Proſe, Almanacks, Prognoſtications and Books and Pamphlets tending to the ſame purpoſe, which are not to be taken or conſtrued otherwiſe than as Almanacks and Prognoſtications always excepted and foreprized) ſtrictly prohibiting by the ſaid Letters Patents all other Perſon or Perſons whatſoever to Print, Utter or Sell, or cauſe to be Printed, Uttered or Sold, or to be brought into the Realm from any part or parts beyond

yond the Seas any other Book or Books of Primers, Pſalters and Pſalms in the Engliſh Tongue (except before excepted) than ſuch as ſhould be by the ſaid Maſters and Keepers or Wardens and Commonalty or their Succeſſors, Printed or cauſed to be Printed according to the meaning of the ſaid laſt mentioned Letters Patents. And for the further relief of the ſaid Corporation, did Give and Grant to the ſaid Maſter and Keepers or Wardens and Commonalty and their Succeſſors for ever, full Power, Priviledge and Authority to Print and cauſe to be Printed all manner of Almanacks and Prognoſtications whatſoever in the Engliſh Tongue, and all manner of Books and Pamphlets tending to the ſame purpoſe, and which are not to be taken and conſtrued other than Almanacks and Prognoſtications, being allowed by the Archbiſhop of *Canterbury* and Biſhop of *London* or either of them for the time being, or by ſuch other Perſon or Perſons as they or either of them for the time being ſhould in that behalf Aſſign or Appoint, by what Name or Title ſoever the ſame ſhould be intituled, named or called, that ſhould be Printed within the Realm of *England*; and therefore by the ſame Letters Patents for himſelf his Heirs and Succeſſors did ſtraitly charge, prohibit and command all and ſingular other Printers and Bookſellers, and all other the Officers, Miniſters and Subjects whatſoever of his ſaid Majeſty his Heirs and Succeſſors, that they or any of them at any time or

times hereafter ſhould not Print or cauſe to be Printed, or brought from parts beyond the Seas any of the ſaid Almanacks, Prognoſtications, or any other Almanacks, or Prognoſtications, Books or Pamphlets in the Engliſh Tongue tending to the ſame or like purpoſe, or that may be in any wiſe conſtrued or taken as Almanacks or Prognoſtications, by what Titles or Additions ſoever the ſame be, or ſhall be Intituled or Named; Nor Buy, Utter or Sell, or cauſe to be Bought, Uttered or ſold any other Almanacks, Prognoſtications or other Books in the Engliſh Tongue tending to the ſame or the like purpoſe, other than ſuch only as ſhould be Printed by the ſaid Maſters and Keepers or Wardens and Commonalty of the Myſtery or Art of Stationers of the City of *London* or their Succeſſors, thereby for himſelf his Heirs and Succeſſors, ſtrictly commanding all Officers, Miniſters and Subjects whatſoever to aid and aſſiſt the ſaid Maſters and Keepers and Wardens or Commonalty and their Succeſſors in the exerciſe of the ſaid Priviledge with effect, in all matters incident to the ſame, according to the true meaning of the ſaid Letters Patents. And by the ſaid Letters Patents did give Power to the Maſters, Wardens and Aſſiſtants of the ſaid Corporation to make By-Laws for the management and diſpoſition of the Premiſſes, beſides other Priviledges and Powers, as by the ſaid laſt mentioned Letters Patents, amongſt other things may alſo appear. By virtue whereof, and of his

his ſaid Majeſty's undoubted Prerogative Royal, in and touching Printing and Publiſhing of Books, and more particularly of the Books in the ſame Letters Patents mentioned, the ſaid Maſters, Keepers or Wardens and Commonalty became intereſted therein, and all other Perſons were and ought to be precluded from the Printing, or cauſing to be Printed Importing, or cauſing to be Imported from beyond the Seas, any of the ſaid Books or Copies, and alſo from the Vending or cauſing to be Vended any of the ſaid Book or Books, which ſhould not be Imprinted according to the direction of the ſaid Letters Patents. And accordingly the ſaid Corporation and their Succeſſors have from time to time in excluſion of all other Perſons, enjoyed the ſame; and whenſoever any other Perſon or Perſons have or hath openly attempted to infringe the ſaid Priviledge by Printing or Vending any ſuch Book or Books, your Orators and their Predeceſſors upon bringing Actions on the Caſe or ſome other Actions, declaring upon the aforeſaid Special Matter, upon full debate and conſideration thereof, have had and recovered divers Judgments at Law in the great Courts at *Weſtminſter*, as by the Records thereof ready to be produced may appear. And your Orators further humbly ſhew, That the ſaid Corporation being thus duly intereſted in the ſaid Books as aforeſaid, did in purſuance of the Gracious Intention of the ſaid Letters Patents, by certain By-Laws duly made and conſtituted, limit and ſettle above two hun-

dred Pounds *per Annum*, or ſome other conſiderable part of the Profit ariſing thereby, for the relief and maintenance of poor Widows and Orphans of the Members of the ſaid Corporation, and other Poor of the ſaid Corporation, who being very numerous, muſt ſtarve ſhould they be deprived thereof. Nevertheleſs ſo it is, may it pleaſe your Lordſhip, That one *S. L.* of *London*, Haberdaſher, although he be no Member of the ſaid Corporation of Stationers, and for many years hath known or hath been informed of the purport and effect of the ſaid Letters Patents, or that your Orators ought to have and enjoy the ſaid Priviledges and Intereſt; and that ſeveral ſuch Actions at the Common Law have been brought, and recoveries thereupon had as aforeſaid: Yet confederating with divers Perſons unknown to your Orators, who when diſcovered, your Orators pray may be made Parties to this your Orators Bill and Suit, with apt words to charge them; and craftily deſigning to defraud your Orators of the benefit of the laſt mentioned Letters Patents, and by fraudulent and indirect practiſes to pervert the Gracious and juſt intention and operation thereof, hath at ſeveral times within the ſpace of ſix years laſt paſt, Printed or cauſed to be Printed within the Realm of *England*, or in parts beyond the Seas, upon his own account, and not upon the account, or by or with any the Order, Conſent or Allowance of the ſaid Maſters or Keepers and Wardens or Aſſiſtants and Commonalty,

many

many thouſands, hundreds or other great numbers and quantities of Primers, and Pſalms in Meeter or Proſe, with or without Muſical Notes, in great or ſmall Volumes in the Engliſh Tongue, other than ſuch as were in the ſaid Letters Patents excepted, and which are ſuch as by the ſaid Letters Patents were granted to the ſaid Company; and as many or more Books of Almanacks or Prognoſtications, the Printing or Vending whereof were by the ſaid Letters Patents Granted, Meant, Mentioned or Intended to be granted to the ſaid Maſter and Keepers or Wardens and Commonalty of Stationers, and hath Imported or cauſed to be Imported from ſome part or parts beyond the Seas, divers great numbers or quantities thereof; and he or ſome by his Order or Privity, did take or receive, and had the ſaid Books ſo by him Printed or cauſed to be Printed or Imported, or ſome of them in Sheets, Sticht or Bound in his, their, or ſome of their Cuſtody or Power, and hath Sold, Contracted or offered to Sell or cauſe to be Sold all, or the greateſt or ſome part or parts of the ſaid Book or Books, the Printing whereof were ſo as aforeſaid granted to the ſaid Corporation, the ſaid *S. L.* well knowing, as the truth is, that the ſame or ſome of them were not Printed or cauſed to be Printed by, or by the Order or Allowance of the ſaid Maſters and Wardens, Aſſiſtants and Commonalty, or by any other Perſon or Perſons whatſoever, lawfully or ſufficiently authorized by them, and for the pur-

poſes aforeſaid; the ſaid *S. L.* by the Confederation aforeſaid, hath by himſelf or others to your Orators unknown, imployed and ordered divers Perſons to your Orators unknown, to procure the ſaid Books or ſome of them to be Imprinted, Imported and Vended, which hath been ſometimes done in the Names of the ſaid other Perſons, and ſometimes of the ſaid *S. L.* and at other times in ſome falſe or fictitious Name or Names, but always to and for the uſe and account of the ſaid *S. L.* or of him and other his ſaid Confederates, who privily agreed to ſhare the Profits thereof; and are, or were, or did contract to be Copartners therein, and have, or hath unjuſtly gotten great ſums of Mony thereby; and having now great quantities of the ſaid Books in Sheets or otherwiſe unſold, in their or ſome of their Cuſtody or Power, do or doth intend and offer to Sell and Diſpoſe the ſame to his Majeſty's Subjects; the ſaid *S. L.* ſometimes pretending that he hath Imprinted or Vended the ſaid Books by licenſe from, or for the Uſe and Benefit of the ſaid Corporation, or of ſome Members thereof, whoſe Names he refuſeth to diſcover, or that he bought the ſame of ſome Merchant or other Importer thereof. Whenas the ſaid Maſter, Wardens and Aſſiſtants or other the Commonalty, or all or any of them never did, nor are by the ſaid Letters Patents impowred to give or impart any ſuch Licenſe, and are further reſtrained by certain By-Laws of the ſaid Maſters,

Maſters, Wardens and Aſſiſtants, made in purſuance of the ſaid Power about ſix years ſince, or before or after, and duly confirmed by the Lord High Chancellor or Lord Keeper of the Great Seal of *England* and the two Chief Juſtices, by which, or ſome other ſuch By-Laws then duly made, and ſo confirmed, It was for the avoiding of Confuſion and Errors therein, and for the better ſupport of the ſaid Corporation, alſo Ordained that the Imprinting thereof ſhould not be promiſcuous, by all the Members of the ſaid Corporation, but ſhould be carried and managed by a Common Stock, depoſited by the ſaid Members, who were to have anſwerable proportions of Advantage over and beſides what was ſo as aforeſaid limited for the Poor; and for that purpoſe, that the ſaid Books ſhould only be Imprinted by Printers, eſpecially appointed or approved by the ſaid Maſters, Wardens and Aſſiſtants of the ſaid Corporation, and not by any other Perſon or Perſons whatſoever, and that certain Stock-Keepers ſhould be annually choſen to ſuperintend the ſame, or to that or the like effect, as by the ſaid By-Laws may appear. In which method the Imprinting of the ſaid Books for many years hath been, and by reaſon of the ſaid By-Laws, or ſuch other By-Laws made in purſuance of the ſaid Letters Patents, ought to be ſo managed for the future; and the ſaid *S. L.* ought not therefore to have vended any Books ſo Imprinted, though bought of a Mer-

chant; nor did he really ſo buy the ſaid Books: But ſome Bill of Sale was by the Confederacy aforeſaid, colourably made, when in truth the ſaid *S. L.* was before Owner of the ſaid Books, or had before in Perſon, or by his Correſpondents or Agent in *Holland* or elſewhere, beſpoke and provided the ſaid Books, and ſome of them which were there Imprinted; and upon this account, or upon the account of ſuch his Copartners or Confederates as aforeſaid, Imported accordingly. But the ſaid *S. L.* at other times pretends, that the Books by him, or by his Order, or to or for his Uſe or Account, ſo as aforeſaid, Imprinted Imported or Sold, were other Books than what were by the ſaid Letters Patents mentioned to be granted to the ſaid Corporation, when as in truth they were and are the ſame in ſubſtance; and if they differ at all, it was and is only in the Title Page, or in ſome other minute and inconſiderable Particles or Circumſtances, which was and is only by contrivance to elude the virtue of the ſaid Letters Patents, or elſe by negligent miſtakes and errors in the careleſs and falſe Printing thereof, to the great injury of his Majeſty's Subjects. And particularly your Orators do aver, That all the Almanacks ſo Printed, Bought, Imported or Vended by, or upon the account of the ſaid *S. L.* are ſuch as have been allowed by the Archbiſhop of *Canterbury*, or Biſhop of *London* for the time being, or by ſuch other Perſon or Perſons, as they or one of them for

for the time being have or hath authorized for that purpoſe, or ſuch as by the ſaid laſt mentioned Letters Patents, or otherwiſe granted to the ſaid Corporation; and in purſuance thereof, have been and ought to be Printed by your Orators Predeceſſors and your Orators, as might appear upon view of the ſaid Almanacks and other Books. But the ſaid *S. L.* being conſcious that he is liable to make your Orators ſatisfaction for the ſame, and other the ſaid Tranſactions; for the Prevention thereof hath tranſacted and managed the matters aforeſaid in ſo ſecret, clandeſtine and fraudulent a manner, that your Orators are not capable to make preciſe proof thereof, the ſaid *S. L.* refuſing to diſcover the ſame or any part thereof, ſo that your Orators are remedileſs by any Action at Law, unleſs aided and aſſiſted by this Honourable Court. And foraſmuch as the ſaid Priviledge and Intereſt ſo as aforeſaid granted by his ſaid Majeſty King *James* to your Orators, muſt otherwiſe be defeated, and not only the ſaid poor Widows and Orphans muſt periſh, but others of the Members of the ſaid Corporation by the ſaid ſiniſter and undue Practices be greatly prejudiced, and his Majeſty's liege Subjects by imperfect and undue Impreſſions muſt be abuſed. To the end therefore that the ſaid *S. L.* may ſet forth what Book or Books of Primers, Pſalters or Pſalms in Meeter or Proſe, with or without Muſical Notes in great or ſmall Volumes, permitted by his Majeſty King *James* or his Succeſſors,

Succeſſors, uſed, read or taught of, by or unto the Engliſh Subjects, and what Books of Almanacks and Prognoſtications in the Engliſh Tongue, or Books or Pamphlets tending to the ſame purpoſe, which are not to be taken or conſtrued otherwiſe than as Almanacks and Prognoſtications by whatſoever Title the ſame are or have been named, and by what Name or Names, and under what Title or Title Pages, in particular he the ſaid *S. L.* or any ſuch other Perſon or Perſons as aforeſaid, by or with his Order, or upon his Account, or upon the Account of any ſuch Copartnerſhip or Agreement as aforeſaid, or otherwiſe have or hath Printed or cauſed to be Printed as aforeſaid, Imported or cauſed to be Imported from any, and what parts and places beyond the Seas as aforeſaid, or bought of and from any Perſon or Perſons who Imported or pretended to Import the ſame, and from whom, and what, and how many of the ſame Books, or any other ſuch or the like Books, being not Imported or cauſed to be Imported by, or for the ſaid Corporation as aforeſaid, he or any ſuch other Perſon or Perſons as aforeſaid, for him or his uſe, or by his Order or Privity, or upon the account of any ſuch Copartnerſhip or Agreement as aforeſaid, or otherwiſe, ever Vended, Sold or Bartered away, and to whom, and who have been Sharers, Copartners, Agents or Confederates in or about the ſame, and may diſcover the times when, and the Names and Places of Habitation of all and every ſuch other Perſon or Perſons,

Perſons, and whether he did not then know or believe, or was informed that the ſaid Book or Books ſo by him or his Order, or otherwiſe as aforeſaid, Imported, Bought or Sold were Printed without the Order or Allowance of the ſaid Corporation, or contrary to the ſaid Letters Patents, or By-Laws, or the effect, intention, words or true meaning thereof; and may ſet forth the full numbers and quantities of all and ſingular the ſaid Books ſo had, procured or diſpoſed, and whether in Sheets, Bound or Sticht, or how otherwiſe gotten or diſpoſed, and by and under what Title, Title Pages or other denominations, and what quantities or numbers, or any or either of the ſame Books, he or any in truſt for him, or ſuch other the ſaid Confederates or Perſons as aforeſaid, and who by Name now have or lately, and when had in his, their, or any, and which of their Cuſtody or Power, and how and from whom, and for what Conſiderations, he, they or any of them had and obtained the ſame; and that your Orators may be relieved in and by a full diſcovery of the ſaid Premiſſes, and otherwiſe as to Juſtice and Equity appertains; and that the ſaid *S. L.* may be enjoined from Vending, Printing or Selling any ſuch Books. May it pleaſe your Lordſhip, the Premiſſes conſidered, to grant, *&c.*

Anthony Keck.
Henry Trindor.

Plaintiff

Plaintiff being by Articles of Agreement to pay 800 *l. as a marriage Portion with his Daughter to the Husbands Father, and the Father to charge Lands of the value of* 300 *l. with an Annuity of* 150 *l.* per Annum *during the Lives of the Husband and Wife, and* 100 *l.* per Annum *for the Wives Jointure in case she survives her Husband; and the Defendant leaving part of the Lands out in the settlement to the value of* 200 *l.* per Annum, *and refusing to convey the Lands unsetled according to Articles of Agreement, Plaintiff exhibits this Bill to compel Defendants to settle the same.*

To the Right Honourable George *Lord Jeffreys, Baron of* Wem, *Lord High Chancellor of* England.

HUmbly complaining, sheweth unto your Lordship, your Orator *E. W.* of the Parish of St. *Margarets Westminster* in the County of *Middlesex*, Esquire, That *William H junior*, Son and Heir Apparent of *W. H.* of *B.* in the County of *Derby*, Gentleman; did in or about the Month of *March*, in the year of our Lord God one thousand six hundred eighty six, intermarry with *B.* one of your Orator's Daughters without your Orator's knowledge. And your Orator further sheweth, That soon after the said Marriage was made, known to your

your Orator, a meeting was desired by your Orator with the said *W. H. senior*, in order to make some Provision for the maintenance of the said *W. H. junior* and your Orator's said Daughter *B.* and accordingly &c. your Orator and the said *William H. senior* and *W. H. junior* did meet. And your Orator then discoursing to the said *W. H. senior*, about making a Provision for the maintenance of the said *W. H. junior* and the said & his Wife, and enquiring of him what Estate he had in Land, he the said *W. H. senior* did then affirm to your Orator, that he and his said Son *W. H.* were then jointly seized in an Estate in *Derbyshire* called *B.* and that the same was of the clear yearly value of three hundred Pounds, whereupon your Orator and the said *W. H. senior* came to this agreement, *viz.* That your Orator should pay 800 *l.* to the said *W. H. senior* as the Marriage Portion of the said *B.* and that the said *W. H. senior* should settle Lands, Tenements or Hereditaments of the clear yearly value of three hundred pounds to the use of him the said *W. H. senior* for his Life, to be charged and chargeable with one hundred and fifty Pounds *per Annum* during the Joint-lives of the said *W. H. junior* and the said *B.* for their present maintenance, payable quarterly, and charged and chargeable with 100 *l. per Annum* for the Jointure of *B.* in case she should survive the said *W. H. junior*, payable likewise quarterly with the remainder to the Heirs Males of the said *W. H. junior* and the said *B.* and for failure of such

ſuch Iſſue Male, the whole Eſtate was to
charged with the ſum of 1200 *l.* for Dau
ter or Daughters Portions. And then
the ſaid Agreement it was to be limitted
the ſecond Son of the ſaid *W. H. ſenior* a
his Heirs. And your Orator further ſhe
eth unto your Lordſhip, That ſoon aft
your ſaid Orator the ſaid *W. H. ſenior*, a
W. H. junior were come to the ſaid Agre
ment, Articles of Agreement were drawn
and executed by the ſaid *W. H. ſenior*, *W.*
H. junior and your Orator, bearing date th
ſecond day of *October*, in the year of o
Lord one thouſand ſix hundred eighty ſi
and therein then reciting the Marriage the
had. In conſideration thereof your Orat
did covenant to pay to the ſaid *W. H.* th
elder, the ſum of eight hundred Pounds
the Marriage Portion of the ſaid *B.* in ma
ner following, *viz.* four hundred Pounds
or before the Feaſt of the Nativity of ou
Lord Chriſt then next, one hundred Pound
more with Intereſt at the Feaſt of the Na
tivity of St. *John Baptiſt* then next, an
ſhould give Bond of the penalty of ſix hun
dred Pounds, conditioned for the payme
of 300 *l.* at the Day of Marriage, or Deat
of *H. W.* Son and Heir Apparent of you
Orator, with Intereſt for the ſame at the
rate of 6 *l. per Cent. per Annum*, to be paid
every ſix Months until the ſaid 300 *l.* be fi
ly paid; and thereby the ſaid *W. H. ſenior* and
W. H. junior did Covenant, Grant and Agre
to and with your Orator, that the ſaid *W.*
H. ſenior in *Michaelmas* Term then nex
ſhould

ſhould Settle, Convey and Aſſure all his Eſtate, Right, Title and Intereſt in *B.* in *Derbyſhire*, and the Meſſuages, Lands, Tenements, Mines and Premiſſes thereunto belonging, being of the value of three hundred Pounds *per Annum* or thereabouts, upon himſelf for life, and afterwards for the life of the ſaid *W. H.* the younger, and afterwards to the Heirs Males of the Body of the ſaid *W. H.* the younger on the Body of the ſaid *B.* to be begotten, and chargeable with the payment of one hundred and fifty Pounds *per Annum* of lawful Mony of *England*, unto the ſaid *W. H.* the younger during the Jointlives of the ſaid *W. H.* the younger and the ſaid *B.* for their preſent maintenance at the four moſt uſual Feaſts in the year, the firſt payment to begin at the Feaſt of the Birth of our Lord Chriſt then next, and alſo chargeable with the ſum of one hundred Pounds *per Annum* of lawful Mony of *England*, payable unto the ſaid *B.* during her Life for her Jointure in lieu of her thirds, in caſe ſhe ſhall ſurvive the ſaid *W. H.* her Husband, to be paid her at the like uſual quarterly Feaſts or days of payment in the year, by even and equal portions, the firſt payment thereof to be made upon the firſt Feaſt day that ſhall happen after the death of the ſaid *W. H.* the Husband, as in and by the ſaid Articles, under the Hands and Seals of the ſaid *W. H. ſenior* and *W. H. junior*, ready to be produced to this Honourable Court, may more fully and at large appear. And your Orator further ſheweth

unto

unto your Lordſhip, That your Orator pur-
ſuant to the ſaid Agreement, did pay unto
the ſaid *W. H. ſenior* the ſum of four hun-
dred Pounds of lawful Mony of *England*, at
the times of the ſaid Agreement appointed
for the payment of the ſame; and hath over
and above paid 100 *l.* more than he was
by the ſaid Agreement to have done, and
always was and is ready to pay the Intereſt
of the other three hundred Pounds until the
Principal ſhall become due, and then is wil-
ling to pay the Principal, and in all things
to perform the ſaid Agreement on his part
to be performed, ſo as the ſaid *W. H. ſenior*
and *W. H. junior* would perform their parts.
And your Orator further ſheweth unto your
Lordſhip, That in and by Indentures of
Leaſe and Releaſe, the Leaſe bearing date
twenty fourth of *November*, and the Releaſe
the twenty fifth of *November*, in the year of
our Lord one thouſand ſix hundred eighty
ſix, made between the ſaid *W. H.* the elder
and *W. H.* the younger of the one part, your
Orator *H.W.* Eſquire, your Orators Son and
Heir Apparent, *J. L.* of *D.* in the County
of *Derbyſhire*, Eſq; and *M. S.* of the ſame, Eſq;
of the other part; the ſaid *W. H.* the elder,
and *W. H.* the younger, in conſideration of
the ſaid Marriage and Marriage Portion of
the ſaid *B.* and for providing a competent
Jointure for the ſaid *B.* did convey unto
your Orator, the ſaid *H.W. J. L.* and *M. S.*
all that Manſion Houſe ſituate, lying and
being in the Pariſh of *P.* called or known
by the Name of *B.* now in the occupation
of

of the ſaid *W. H.* the elder, his Aſſignee or Aſſignees, and alſo all that Meſſuage or Tenement, ſcituate and being in *B.* aforeſaid, now or late in the occupation of *N. W.* his Aſſignee or Aſſignees, and alſo all thoſe ſeveral Cloſes, pieces and parcels of Ground, lying and being in *B.* aforeſaid, now or late in the ſeveral tenures and occupations of the ſaid *W. H.* the elder, *J. M.* *R. W.* and *N. W.* or any of them, their or any of their Aſſignee or Aſſignees; and all Houſes, Edifices, Buildings, Barns, Stables, Beaſt-houſes, Backſides, Fold-yards, Gardens, Orchards, Mines of Coles Iron, and Stone, Woods, Underwoods, Ways, Waterings, Eaſments, Profits, Commodities, Hereditaments and Appurtenances whatſoever to the ſaid Manſion Houſe, Meſſuages, Cottages, Lands, Cloſes, pieces and parcels of Ground and Premiſſes, or any of them belonging or in any wiſe appertaining, lately purchaſed by the ſaid *W. H.* the elder and *W. H.* the younger, of *J. S.* the elder, of *R. N.* in the ſaid County of *Derby*, Eſquire. And the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents and Profits reſerved, due or payable upon any Demiſe or Demiſes, Leaſe or Leaſes of the Premiſſes, or any part or parcel thereof, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Proportion, Property, Truſt, Claim and Demand whatſoever of the ſaid *W. H.* the elder, and *W. H.* the younger, and either of them, of, into and out of the ſame Premiſſes, and every or any part or

parcel thereof, to the Uſe and Behoof of the ſaid *VV. H.* the elder, for and during his natural Life, without impeachment of, or for any manner of waſte. Nevertheleſs upon this Condition, That the ſaid *VV. H.* the Elder ſhall well and truly pay or cauſe to be paid during his Life, the ſum of one hundred and fifty Pounds *per Annum* at the four moſt uſual Feaſts or days of payment in the year, that is to ſay, at the Feaſt of the Nativity of our Lord, the Annunciation of the bleſſed Vigin *Mary*, the Nativity of St. *John* the Baptiſt and the Feaſt of St. *Michael* the Archangel, by even and equal portions (the firſt payment thereof to be made at or upon the Feaſt of the Nativity of our Lord then next enſuing) unto the ſaid *VV. H.* the younger during the Joint-lives of the ſaid *W. H.* the younger, and the ſaid *B.* his Wife; and the ſum of one hundred Pounds *per Annum* after the death of the ſaid *VV. H.* the younger by the like quarterly payments, unto the ſaid *B. H.* for her Life if ſhe ſhall ſurvive the ſaid *VV. H.* the younger, and from and after the death of the ſaid *VV. H.* the elder, then to the uſe of the ſaid *VV. H.* the younger, for and during the term of fourſcore and nineteen years, if the ſaid *VV. H.* ſhall ſo long live, without impeachment of, or for any manner of waſte, and from and after the end, expiration or other ſooner determination of the ſaid term of fourſcore and nineteen years; then to the uſe of your Orator the ſaid *H. VV. J. L.* and *M. S.* and their Heirs, during the Life of the ſaid

ſaid *VV. H.* the younger upon truſt, to ſupport and preſerve the Contingent Uſes and Eſtates therein, and herein after mentioned, from being defeated and deſtroyed, and for that purpoſe to make Entries, and bring Actions as the caſe ſhall require. Nevertheleſs to permit and ſuffer the ſaid *VV. H.* the younger and his Aſſigns, to receive and take the Rents, Iſſues and Profits thereof during his natural Life, and from and after his deceaſe to the Uſe and Behoof of the firſt Son of the Body of the ſaid *VV. H.* the younger, on the Body of the ſaid *B.* his Wife, lawfully to be begotten; and of the Heirs Males of the Body of ſuch firſt-born Son iſſuing, and for default of ſuch Iſſue, then to the Uſe and Behoof of the ſecond, and all other the Sons of the ſaid *VV. H. junior* on the Body of the ſaid *B.* in tail Male; and for default of ſuch Iſſue, then to the Uſe and Behoof of *J. H.* the ſecond Son of the ſaid *VV. H.* the elder for the term of his natural Life; and from and after his deceaſe to the Uſe and Behoof of the Heirs Males of his Body, lawfully to be begotten; and for default of ſuch Iſſue, then to the Uſe and Behoof of *P. H.* the third Son of the ſaid *VV. H.* the elder, for the term of his natural Life; and from and after his deceaſe, to the Uſe and Behoof of the Heirs Males of his Body lawfully to be begotten; and for default of ſuch Iſſue, then to the Uſe and Behoof of your Orator the ſaid *H. VV. J. L.* and *M. S.* their Executors, Adminiſtrators and Aſſigns, for and during the

term of two hundred years to come, from and after the death of the ſaid *VV. H.* the younger, fully to be compleat and ended, without impeachment of or for any manner of waſte; and from and after the determination of that Eſtate then to uſe and Behoof of the ſaid *VV. H.* the elder, his Heirs and Aſſigns for ever. And it is therein declared, That your Orators the ſaid *H. W. J. L.* and *M. S.* their Heirs and Aſſigns, and ſuch Heirs Male, or Heirs for the time being, on whom the Premiſſes ſhall deſcend as aforeſaid, ſhall ſtand and be ſeized of the Premiſſes aforeſaid, upon this Condition, That they or one of them ſhall, during the life of the ſaid *B.* if the ſaid *B.* ſhall ſurvive the ſaid *VV. H.* the elder and *VV. H.* the younger, well and truly pay or cauſe to be paid unto the ſaid *B. H.* or her Aſſigns out of the Rents, Iſſues or Profits of the Premiſſes, the yearly Rent or ſum of one hundred Pounds of lawful Mony of *England*, at the aforeſaid Feaſts or days of Payment in the year, by even and equal portions (the firſt payment to be made upon the firſt of the ſaid uſual Feaſt-days, which ſhall happen after the death of the ſaid *VV. H.* the younger) for her Jointure, and in lieu and bar of her Dower, and to no other uſe intent or purpoſe whatſoever. And it is thereby agreed, That the Term and Eſtate for two hundred years therein limitted upon Truſt and Confidence, that in caſe the ſaid *VV. H.* the younger ſhould die having no Iſſue Male of his Body on the

Body

Body of the ſaid *B.* begotten or born after his death; or if the Iſſue Male begotten between the ſaid *VV. H.* the younger and *B.* ſhall all happen to die before his or their Age or Ages of one and twenty years, without Iſſue Male of his or their Body or Bodies lawfully to be begotten; and that there be one or more Daughter or Daughters of the Body of the ſaid *VV. H.* the younger on the Body of the ſaid *B.* begotten and born either before or after the deceaſe of the ſaid *VV. H.* the younger, that your Orator the ſaid *H. VV. J. L.* and *M. S.* and the ſurvivor of them, his Executors and Adminiſtrators, ſhall by and out of the Rents and Profits of the Premiſſes limited as aforeſaid, for the ſaid term of two hundred years, by Leaſing, Demiſing or Sale thereof, for all or any part of the ſaid two hundred years, raiſe and pay to and for ſuch Daughter and Daughters, the ſum or ſums of Mony following, that is to ſay, if there ſhall be one ſuch Daughter and no more, then the ſum of twelve hundred Pounds, if two or more ſuch Daughters, then the ſaid twelve hundred Pounds to be equally divided between them, for the Portion or Portions of ſuch Daughter or Daughters, to be paid to each of them reſpectively at her Age of eighteen years or day of Marriage, which ſhall firſt happen. And the ſaid *VV. H.* the elder and *VV. H.* the younger, for themſelves, their and either of their Heirs, Executors and Adminiſtrators, did Covenant, Promiſe and Grant to and with your Orator the ſaid

H. VV. J. L. and *M. S.* and either of them, their Heirs, Executors, Adminiſtrators and Aſſigns, That the ſaid Manſion Houſe, Cottages and Cloſes, Tenements and Hereditaments, and all and ſingular the Premiſſes, then were and ſo ſhould from time to time, and at all times then after, remain, continue and be unto your Orator the ſaid *H.VV. J. L.* and *M. S.* their Heirs and Aſſigns to the uſes aforeſaid, free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Wills, Intails, Fines, Amerciaments, Statutes, Recognizances, Executions, Extents, Seizures, Cauſe or Cauſes of Seizures, Forfeitures, Debts, Titles, Troubles, Charges and Incumbrances, Claims and Demands whatſoever, had, made, done, ſuffered, executed or committed, or to be had, made, done, ſuffered, executed or committed by the ſaid *VV. H.* the elder and *VV. H.* the younger, or either of them, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim by, from or under him, them or either of them, as in and by the ſaid Indentures of Leaſe and Releaſe, ready to be produced to this Honourable Court, may more fully and at large appear. And your Orator further ſheweth unto your Lordſhip, That at the time when the ſaid Indentures were Sealed and Delivered, the ſaid *W. H. ſenior* did affirm to your Orator, that the ſaid Land and Premiſſes ſo conveyed as afore-

aforesaid, were of the clear yearly value of three hundred Pounds, and were free from all manner of Incumbrances; and did then promise that he would pay the said one hundred and fifty Pounds *per Annum* to the said *VV. H. junior*, for the present maintenance of him the said *VV. H. junior* and *B.* his Wife; and your Orator well hoped that the said Lands and Premisses so conveyed as aforesaid, had been of the clear yearly value of three hundred Pounds *per Annum*, and free from all Incumbrances; and that the said *VV. H.* the elder would have well and truly paid the said one hundred and fifty Pounds *per Annum*, for the present maintenance of the said *VV. H.* the younger and the said *B.* his Wife. But so it is may it please your Lordship, That the said *VV. H.* the elder by contrivance and combination with the said *VV. H.* the younger, and with design to defraud your Orator of the Mony so paid and agreed to be paid by your Orator as the Marriage Portion of the said *B.* and to defraud the said *B.* of her present maintenance and also of her Jointure in case she shall happen to survive the said *VV. H.* the younger, hath caused divers Lands, Tenements and Hereditaments of the yearly value of two hundred Pounds and upwards to be left out of the said Indentures of Settlement, which were intended to be included, and now pretends that the same were no part of *B*'s Lands, but purchased distinctly by themselves, and that therefore they ought not to be setled, for that he was

by the ſaid Agreement to ſettle only the Lands belonging to *B.* and by that means hath not conveyed above one hundred Pounds *per Annum* of the ſaid three hundred Pounds *per Annum*, which he agreed ſhould be ſettled to the uſes aforeſaid, and which ſhould be charged with one hundred and fifty Pounds *per Annum*, for the preſent maintenance of the ſaid *W. H.* the younger and *B.* his Wife as aforeſaid, although the ſaid Lands which are left out of the ſaid Indentures or Deeds of Settlement, adjoin up to the very Lands that the ſaid *W. H.* owns to belong to *B.* and the ſaid Lands ſo as aforeſaid left out of the ſaid Settlement, have been always ſince the ſame were purchaſed, reckoned as part of the Lands belonging to *B.* by all perſons dwelling thereabouts; and he well knows that the true meaning of the ſaid Agreement was, that three hundred Pounds *per Annum*, clear of all Incumbrances, ſhould be ſettled to the uſes aforeſaid, which he the ſaid *VV. H.* the elder hath been ſo far from ſetling, that he hath made no other ſettlement than the Lands comprized in the ſaid Indentures of Leaſe and Releaſe; which ſaid Lands fall ſhort two hundred Pounds *per Annum* or more, and are alſo mortgaged as is pretended to one *J. B.* for four hundred Pounds, or ſome other great ſum; and the other Lands not ſettled, are charged with Annuities or ſums of Mony, to a very great value, as the ſaid *VV. H.* pretends, and therefore he pretends he can make no other proviſion than

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is already made. And the ſaid *VV. H. junior* by the perſuaſions of the ſaid *W. H.* the elder, doth from time to time, as the ſaid one hundred and fifty Pounds *per Annum*, and which ought to be iſſuing out of three hundred Pounds *per Annum* becomes due, releaſe the ſame to the ſaid *VV. H.* the elder, ſo that the ſaid *B.* hath not had ſix pence for her maintenance ſince the ſaid Marriage, but muſt have ſtarved unleſs your Orator had taken care of her; and yet he the ſaid *W. H.* the elder threatens to ſue your Orator upon the ſaid Bond for three hundred Pounds entred into by your Orator as aforeſaid, and refuſeth to convey the ſaid Lands left unſettled, upon pretence that the ſame are ingaged for as much as they are worth, and yet refuſeth to diſcover what Incumbrances are upon them, and alſo what Incumbrances are upon the Lands ſettled; and they the ſaid *VV. H.* the elder and *VV. H.* the younger, do utterly refuſe to perform the ſaid Agreement; and the ſaid *J. B.* threatens to enter upon the Lands ſo conveyed as aforeſaid, the ſaid Mortgage as is pretended being forfeited, ſo that your Orator's Daughter is in danger of being utterly ruined. In tender conſideration whereof, and foraſmuch as your Orator is utterly remedileſs in the Premiſſes by the ſtrict Rules of the Common Law, having no way or means to obtain a diſcovery of what Incumbrances are upon the Lands ſettled and unſettled, but by the Oaths of the Confederates, nor to compel an execution of the ſaid Agreement but in

a Court

a Court of Equity before your Lordſhip, and the rather for that your Orator's Witneſſes are either dead, beyond the Seas, or in places remote, and to your Orator unknown. To the end therefore that the ſaid *VV. H.* the elder and *VV. H.* the younger, may upon their ſeveral and reſpective Corporal Oaths true, full, diſtinct, direct and perfect anſwer make to all and every the matters and things herein and hereby charged, as if they and every of them were particularly interrogated to every particular matter and thing; and that the ſaid *VV. H.* the elder and *VV. H.* the younger, may particularly ſet forth what Agreement was made between the ſaid *VV. H.* the elder and *VV. H.* the younger and your Orator; whether your Orator was not to pay four hundred Pounds, and one hundred Pounds, and three hundred Pounds, as herein is before ſet forth; and whether the ſaid *VV. H.* the younger hath not received a hundred Pounds more; and whether the ſaid *VV. H.* the elder was not by Agreement to ſettle three hundred Pounds *per Annum* clear of Incumbrances to the uſes aforeſaid, chargeable with one hundred and fifty Pounds *per Annum*, during the Joint-lives of them the ſaid *VV. H.* the younger and *B.* his Wife, for the preſent maintenance of them the ſaid *VV. H.* the younger and *B.* his Wife, payable quarterly as aforeſaid, and may ſet forth how much hath been paid thereof, and what Acquittances, Diſcharges or Releaſes have been given by the ſaid *VV. H.* the younger,

to

to the ſaid *VV. H.* the elder, and for what conſideration, and may diſcover what Incumbrances there are upon the Lands ſettled and unſetled; and whether he hath not received all, or the greateſt part of his Mony: And that the ſaid *VV. H.* the elder and *VV. H.* the younger may be compelled by the Decree of this Honourable Court to ſettle three hundred Pounds *per Annum*, free from all Incumbrances to the uſes aforeſaid, and chargeable with one hundred and fifty Pounds *per Annum*, and an hundred Pounds *per Annum* as aforeſaid, and to execute the ſaid Agreement in every part thereof. And that your Orator may keep the ſaid Intereſt of the ſaid three hundred Pounds, and the Principal, when due, in his hands until the ſame be performed, and your Orator may have ſuch further and other relief in all and ſingular the Premiſſes as is uſual in caſes of this nature. May it pleaſe your Lordſhip, *&c.*

The

The Complainants Wives former Husband having received 60 l. of the Defendant S. her Mony (being her ſhare of 300 l. given to her and five other Brothers and Siſters by King Charles *the Second*) *who gave Bond to* T. N. *another Defendant, Truſtee for S. to pay the ſame to her at twenty one years of Age or day of Marriage; and Plaintiffs former Husband having laid out in Maintenance, Education and putting forth Apprentice the ſaid S. above 60 l. when ſhe attained the age of 21 years marries one* T. J. *and Complainants Husband dies, and to whom ſhe Adminiſters, and finding his Eſtate inſufficient to pay his Debts, gave up his Eſtate to his Creditors, who made not above nine ſhillings in the pound; and the Defendant* R. N. *the Truſtee proſecuting the Bond at Law againſt Complainant and her now Husband, whom ſhe married with ſince her Adminiſtration, Complainants exhibit this Bill for relief, and to have the Bond delivered up.*

To the Right Honourable George *Lord Jefereys, &c.*

HUmbly complaining, ſheweth unto your Lordſhip, your Orator and Oratrix *VV. S.* and *S.* his Wife, that his late Majeſty King *Charles* the Second, did in or about the year of our Lord 1669. give the ſum of 300 *l.* to one *S. S.* (who afterwards married

married one *T. J.*) one of the Daughters of *H. S.* late of *P.* in the County of *S.* Gardner, and her Brothers and Siſters being five in number, to be equally divided amongſt them. And that the ſaid *S. S*'s ſhare amounting to the ſum of threeſcore Pounds, the ſame was paid into the hands of *R. S.* your Oratrix *S.* her former Huſband. And your Orator and Oratrix further ſhew unto your Lordſhip, That one *R. N.* being Truſtee for the ſaid *S. S.* did ſoon after the payment of the ſaid 60 *l.* to the ſaid *R. S.* apply himſelf to the ſaid *R. S.* and did requeſt him to enter into Bond for ſecuring the repayment thereof to the ſaid *S. S.* when ſhe ſhould attain her Age of one and twenty years or be Married, which ſhould firſt happen. And your Orator and Oratrix further ſhew unto your Lordſhip, That the ſaid *R. S.* did enter into one Bond or Obligation, bearing date on or about the laſt day of *February*, in the ſaid year of our Lord one thouſand ſix hundred fifty nine, unto the ſaid *R. N.* of the penalty of one hundred and twenty Pounds, conditioned for the payment of ſixty eight Pounds twelve ſhillings, unto the ſaid *S. S.* at or upon ſuch day or time as the ſaid *S. S.* ſhould come to and attain her Age of one and twenty years or be Married, which of the ſaid days and times ſhould firſt come and happen. And in caſe the ſaid *S. S.* ſhould happen to die or depart this Life before ſhe ſhould attain the Age of one and twenty years or be married. That then

the

the ſaid *S. S.* his Executors, Adminiſtrator or Aſſigns ſhould pay the ſaid ſixty eight Pounds twelve Shillings to the ſaid *R. N.* in truſt for the Brothers and Sifters of the ſaid *S. S.* or ſo many of them as ſhould be then living, as in and by the ſaid Bond or Obligation, and Condition thereof, had your Orator and Oratrix the ſame to produce, would more fully and at large appear. And your Orator and Oratrix further ſhew unto your Lordſhip, That the ſaid *S. S.* when ſhe was about three years of age was ſent to the Houſe of the ſaid *R. S.* and dwelt at his Houſe from her ſaid age of three years, until ſhe was eleven years of age or thereabouts, and was all that time maintained in Meat, Drink, Waſhing, Lodging and Cloaths by Monies laid out by the ſaid *R. S.* for her and for her uſe, and had ſeveral fits of Sickneſs, and particularly the ſmall Pox, the charges whereof were paid by the ſaid *R. S.* And at her age of twelve years or thereabouts, the ſaid *R. S.* provided a Miſtreſs for her the ſaid *S.* one Miſtreſs *M. M.* who was a Sempſtreſs, and the ſaid *S. S.* was bound to her as her Apprentice. And he the ſaid *R. S.* paid to the ſaid *M. M.* for the ſaid *S. S.* the ſum of 32 *l.* and in the ſaid eight or nine years, when ſhe dwelt with him, the ſaid *R. S.* expended and laid out for the ſaid *S. S.* and for her uſe, much more than 60 *l.* And your Orator and Oratrix further ſhew unto your Lordſhip, that the ſaid *R. S.* died about fourteen years ago, and ſoon after his deceaſe your

Oratrix

Oratrix who was his Widow and Relict, took out Letters of Adminiſtration, but finding his Eſtate would not pay his Debts, gave up all his Eſtate whatever to his Creditors, who made not above nine Shillings in the Pound thereof, your Oratrix not knowing any thing at that time of the Bond aforeſaid. And your Orator and Oratrix did after that Intermarry, and the ſaid *S. S.* did live unmarried till after ſhe did attain her age of one and twenty years; and when ſhe was about the age of twenty four, ſhe the ſaid *S.* did Intermarry with one *T. J.* who is ſince dead; and both the ſaid *S.* when ſhe was ſole, and the ſaid *T. J.* and *S.* after their Intermarriage, being very ſenſible of what Monies the ſaid *R. S.* had expended on the account of and for the uſe of the ſaid *S.* often declared (after they knew there was ſuch a Bond) that they would never deſire a Penny of it, nor would ever conſent the ſame ſhould be put in ſuit, but did promiſe often to procure the ſame to be delivered up to your Orator and Oratrix to cancel the ſame. And your Orator and Oratrix well hoped that the ſaid Bond would have been delivered up, and that your Orator and Oratrix ſhould not have been put to any trouble or charge by reaſon of the ſame ſtanding out againſt your Orator and Oratrix. But now ſo it is, may it pleaſe your Lordſhip, That the ſaid *R. N.* in whoſe Name the ſaid Bond was taken in truſt for the ſaid *S. S.* now

S. J. Combining and Confederating himself with the ſaid *S. J.* and one *A. S.* one of the Brothers of the ſaid *S.* and deſigning unjuſt advantages to himſelf, hath cauſed the ſaid Bond to be put in ſuit againſt your Orator and Oratrix, and threatens to recover the penalty of your Orator and Oratrix, and ſometimes pretending that he had directions ſo to do from the ſaid *S.* before her Intermarriage with the ſaid *T. J.* and ſometimes pretending he was ordered ſo to do by the ſaid *T. T.* and the ſaid *S.* after their Intermarriage; and at other times pretending that he cannot perform the truſt in him repoſed, for and on the behalf of the ſaid *S.* now ſhe is a Widow, unleſs he proſecute your Orator and Oratrix upon the ſaid Bond: And at other times he pretends that the ſaid Bond was aſſigned to the ſaid *A. S.* the Brother of *S.* by the ſaid *T. J.* in his Life-time; and that the ſaid *A. S.* did Order him to put the ſaid Bond in ſuit againſt your Orator and Oratrix; whereas the truth is, as is herein before charged. And the ſaid *R. N. S. J.* and *A. S.* do well know in their Conſcience, that the ſaid *S. J.* received of the ſaid *R. S.* and he did lay out for her much more Mony than the ſaid 68 *l.* 12 *s.* which ought to be allowed in diſcharge of the ſaid Bond; neither did the ſaid *T. J.* and *S.* during the time they were Married, or the ſaid *S.* either before or after her Intermarriage ever give any order or directions for ſuing of the ſaid Bond; nor did the ſaid *T. J.* ever aſſign the ſaid Bond

to

to the ſaid *A. S.* or any other Perſon or Perſons, but the ſaid *S. J.* is willing the ſame ſhould be delivered up and cancelled; and yet the ſaid *R. N.* refuſeth to deliver up the ſaid Bond to be cancelled, and hath put the ſame in ſuit againſt your Orator and Oratrix. All which doings and pretences of the ſaid *R. N.* and other the Confederates, are contrary to Equity and Good Conſcience, and tend to the manifeſt wrong and injury of your Orator and Oratrix. In tender conſideration whereof, and foraſmuch as your Orator and Oratrix are remedileſs in the Premiſſes by the ſtrict Rules of the Common Law of the Land, the ſaid Bond being made in the ſaid *R. N*'s Name: And your Orator and Oratrix having no way or means to obtain a diſcovery of what ſum or ſums of Mony the ſaid *S.* received of the ſaid *R. S.* and were laid out by him for her uſe, nor to compel the Allowance of the ſame in diſcharge of the ſaid Bond, but by the aid of this Honourable Court; and the rather for that the ſaid *R. N.* ſues the Bond without the direction of the ſaid *S. J.* for whom he ſtands intruſted as aforeſaid. And your Orator, and Oratrixes Witneſſes are either dead, beyond the Seas or in places remote, and to your Orator and Oratrix unknown. To the end therefore that the ſaid *R. N. A. S.* and *S. J.* may upon their ſeveral and reſpective Corporal Oaths, true, full, diſtinct, direct and perfect anſwer make to all and every the matters and things herein and hereby charged, as if they were particularly inter-

rogated to every particular matter and thing. And that the ſaid *R. N.* may particularly upon his Oath ſet forth whether he had any Order or Directions from the ſaid *T. J.* in his Life-time, or from the ſaid *S.* either before or ſince his death, and when or from whom elſe, and when and whether he was not ordered the contrary by the ſaid *T. J.* and *S.* or one of them, and that he be decreed to deliver up the ſaid Bond to your Orator and Oratrix; and that your Orator and Oratrix may have ſuch further and other relief in all and ſingular the Premiſſes as is uſual in Caſes of this Nature. May it pleaſe your Lordſhip to grant unto your Orator and Oratrix, *&c.*

Complainant having 70 l. due to him, part of 300 l. agreed to be paid him as his Wives Portion by her Father, and in Arrear at his death, and alſo ſhare of an Eſtate in right of his Wife, left her by her Father's Will, who made his Wife Executrix thereof; and ſhe neither paying the Arrears of his Portion, nor making a dividend of the Eſtate in her Life-time, and dying and making two Executors, and the Defendant being the ſurviving Executor, Plaintiff exhibits his Bill againſt him for the ſame.

To the Right Honourable Francis *Lord* Guilford, *Lord Keeper of the Great Seal of* England.

HUmbly complaining, ſheweth unto your Lordſhip, your Orator *W. W.* of *Ipſwich* in County of *S.* Bookſeller, That about the Month of *September*, which was in the year of our Lord God one thouſand ſix hundred fifty four, your Orator Intermarryed with one *M. T.* Daughter of *J. T.* late of *E. B.* in the ſaid County of *S.* Clerk, deceaſed; and before the ſaid Marriage was ſolemnized, the ſaid *J. T.* did promiſe to pay unto your Orator the ſum of three hundred Pounds as a Marriage Portion with the

ſaid *Mary*, and in purſuance of the ſaid promiſe, did in his Life-time pay unto your Orator at ſeveral payments the ſum of two hundred and thirty Pounds; and on or about the Month of *March*, one thouſand ſix hundred fifty ſix, he the ſaid *J. T.* made his laſt Will and Teſtament in Writing, bearing date the one and thirtieth day of the ſaid Month of *March*, and in and by the ſaid Will, after ſeveral Legacies and Bequeſts therein mentioned, he did Will and Appoint that after his Wife ſhall be ſatisfied his Ingagements by Covenants upon Marriage, that the overplus of his Eſtate ſhould be diſpoſed as followeth, *viz.* That one Moiety be laid out for his Son *John* and his Children, as alſo his former Legacy of thirty Pounds, at the diſcretion of his Executrix, and that the other Moiety of the overplus of his Eſtate be equally divided between his Son *Andrew* and your Orator's Wife *Mary* aforeſaid, after his Funeral Charges and other disburſements defaulked; and doth alſo order his Wife *E.* whom he makes Executrix of his ſaid Will, that ſhe ſhould ſell his Houſe and Land, then in the poſſeſſion of the Widow *B.* as in and by the ſaid Will, relation being thereunto had, amongſt divers other things it doth and may at large appear, and to which for more certainty your Orator doth refer himſelf. And your Orator further ſheweth, that about the year of our Lord God, one thouſand ſix hundred fifty eight, the ſaid *J. T.* departed this

this Life, and the ſaid *E.* his Widow and Relict proved the ſaid Will, and took upon her the execution thereof, and ſold the Houſe and Lands aforeſaid; and ſhortly after the death of the ſaid *J. T.* the Teſtator, *viz.* about the year of our Lord God one thouſand ſix hundred ſixty one, and before any dividend made of the Eſtate according to the ſaid Will, *T. J.* the Son departed this Life, his Wife and all his Children being dead before ſuch his departure; whereby as your Orator is adviſed, one Moiety of the Legacy given to *J.* the Son and his Children by the Will aforeſaid, belongeth to your Orator in right of his ſaid Wife, and the other Moiety to *A. T.* Brother of the ſaid *J.* who is yet living. And your Orator ſheweth, That the ſaid *E. T.* by virtue of the Executrix-ſhip aforeſaid, did poſſeſs herſelf of a conſiderable Eſtate of the Teſtators, conſiſting in Ready Mony, Plate, Jewels, Houſholdſtuff, Bonds, Bills, Mortgages and other things, to the value of two thouſand Pounds and upwards; and alſo ſold the ſaid Houſe and Land according to the direction of the Will aforeſaid, ſufficient to pay all the Teſtators Debts and Legacies with a great overplus to be diſtributed amongſt the reſiduary Legatees, according to the intent and meaning of the Will aforeſaid. And your Orator did divers times apply himſelf to the ſaid *E.* and requeſted her that ſhe would pay your Orator the ſe-

venty Pounds, remainder of the three hundred Pounds, which your Orator was to have as a Marriage Portion as aforesaid; and also that she would proceed to make a dividend of the said *J. T*'s Estate, according to the direction of the said Will, and account, and pay to your Orator what was due to him in right of his said Wife, which she the said *E.* divers times promised to do: And your Orator being unwilling to have any Controversie with one so nearly related to his said Wife; and being also unskilful in Matters belonging to the Law, did forbear to commence any Suit for recovering of his right during the Life of the said *E.* especially for that there is a Clause in the said Will, which doth provide, that if any of the said Testator's Children should molest the said *E.* in the execution of the said Will, that from thenceforth all such Legacies should be null and void; and for that reason your Orator was contented to wait patiently, verily believing that she the said *E.* would at last faithfully and justly perform the said Will, and discharge the Trust thereby in her reposed. And your Orator further sheweth, That about *Christmas* last, she the said *E. T.* departed this Life, but before her said Death she made her last Will and Testament in Writing, and appointed *J. F.* of *K.* in the County of *Cambridge*, Clerk, and one *A. M.* Executors thereof, since which time

time the ſaid *M.* is dead, and the ſaid *F.* being the ſurvivng Executor, hath proved or pretends to have proved the ſaid Will, and by virtue thereof, or by ſome other way or means under ſome pretence hath poſſeſſed himſelf of the ſaid Perſonal Eſtate of the ſaid *E. T.* with all Bills, Bonds, Mortgages and other Securities; and alſo all the Plate, Jewels, Houſhold-ſtuff and other Perſonal Eſtate belonging to the ſaid *E.* and of which ſhe was poſſeſſed at the time of her Death, amounting in the whole to ſixteen hundred Pounds and upwards. And your Orator ſoon after the death of the ſaid *E.* did apply himſelf to the ſaid *J. F.* and did demand of him the ſaid ſeventy Pounds due to your Orator for his Portion as aforeſaid, and alſo your Orator's ſhare of the Eſtate of the ſaid *J. T.* due to him in right of his Wife as aforeſaid, with Intereſt for the ſame from the time it ought to have been paid. But now ſo it is, may it pleaſe your Good Lordſhip, That the ſaid *J. F.* intending to deal fraudulently with your Orator, and to deprive your Orator of what is his juſt due, doth pretend that by certain Articles of Agreement made before the ſaid *J. T.* Intermarried with the ſaid *E.* he the ſaid *J. T.* was obliged at his death to leave his ſaid Wife worth ſix hundred Pounds or ſome ſuch great ſome, which was more, as he pretends, than all the Eſtate of the

ſaid *J. T.* at the time of his Death did amount unto, and that he was greatly indebted unto divers other Perſons in great ſums of Mony, and that the ſaid *E. T.* had not Aſſets of her ſaid Husbands Eſtate, and that ſhe alſo died in a mean and poor Condition; and that at the time of her Death ſhe was indebted to divers Perſons by Bonds, Judgments, Recognizances, and other Securities of an higher nature than the Debts due to your Orator, and that he hath not proved the Will of the ſaid *E.* or taken upon him the Executorſhip, and that little or nothing of the Eſtate is come to his Cuſtody or Poſſeſſion, at other times alledging, that in regard your Orator's Wife is dead, there is nothing due to your Orator, and that if your Orator ſhould commence any Suit againſt him either at Law or in this Honourable Court, it would be an abſolute forfeiture of the ſhare and proportion of your Orator in the right of his Wife by virtue of the Will of the ſaid *J. T.* with divers other ſlight and frivolous pretences, whereby to defeat your Orator of his juſt Right, although in truth the ſaid *J. F.* well knoweth, that there never was any ſuch Articles or other Agreements between the ſaid *J. T.* and his ſaid Wife as he doth alledge, or if there were, it was for a far leſs ſum than he now pretends, and the ſame was wholly ſatisfied by the ſaid *J. T.* by ſome ſettlement of Lands or Te-

Tenements, or by ſome payment and payments of Mony to ſome Perſon or Perſons in Truſt for the ſaid *E.* purſuant to ſuch Agreement if any ſuch were, and doth alſo know, that a conſiderable Eſtate of the ſaid *J. T.* did after his Death come unto the hands of the ſaid *E.* and that ſhe exhibited an Inventory thereof to the ſum of two thouſand Pounds and upwards; and the ſaid *J. F.* alſo knows, that the ſaid *E.* at the time of her Death was poſſeſſed of a plentiful Eſtate, which is ſince come to his Hands, Power or Cuſtody, or to the Hands, Power or Cuſtody of ſome other Perſon or Perſons by his Knowledge, Order, Privity or Conſent, although he endeavours to conceal the ſame, and hath exhibited no Inventory thereof, or if he hath exhibited any Inventory, many things are omitted and ſhort of what the truth is, and the Goods therein mentioned are apprized at low rates and undervaluations, far ſhort of what they are worth; all which Actings and Doings of the ſaid *J. F.* are contrary to Equity and Good Conſcience, and tend to your Orators great wrong. In tender conſideration whereof, and for that your Orator is not relievable by the ſtrict Rules of the Common Law nor elſewhere, but in this Honourable Court before your Lordſhip, where matters of Fraud or breach of Truſt are heard and determined, and for that the Witneſſes who ſhould prove the ſaid Agree-

Agreement, are either dead or gone beyond the Seas into places remote or unknown to your Orator: Therefore that the ſaid *J. F.* to whom the truth of all and ſingular the premiſſes are well known, may upon his Corporal Oath ſet forth and declare the truth of all and ſingular the Premiſſes, as if the ſame were in the Prayer of this Bill particularly reiterated, repeated and interrogated, ſo that your Orator may be relieved according to Right, Equity and Good Conſcience. May it pleaſe, *&c.*

A Bill for diſcovery of a Bond loſt.

HUmbly complaining, ſheweth unto your Lordſhip, your daily Orator *E. S.* of the Pariſh of St. *M. Weſtminſter* in the County of *Middleſex*, Gent. That one *J. G.* of *R.* in the Pariſh of *Harrow* upon the Hill in the County of *Middleſex*, Yeoman, did on or about the fourteenth day of *January*, in the nine and twentieth year of the Reign of his late Majeſty King *Charles* the Second, enter into one Bond or Obligation of the Penalty of fourſcore Pounds, conditioned for the payment of forty Pounds to your Orator at a certain day now paſt, and ought to have paid the ſaid ſum of forty Pounds with lawful Intereſt therefore unto your Orator. But now ſo it is, may it pleaſe your Lordſhip, that the ſaid Bond or Obligation being by caſual means come to the Hands of the ſaid *J. G.* or to the Hands of *S. A.* of, *&c.* or one of them, they the ſaid *J. G.* and *S. A.* do combine and conſederate themſelves with divers Perſons to your Orator unknown, whoſe Names when diſcovered your Orator prays my be inſerted, and they made Parties hereunto with apt words to charge them how they may defeat and defraud your Orator of the ſaid Mony due upon the ſaid Bond or Obligation. And for that end and purpoſe do

do ſometimes pretend and give out in Speeches, that the ſaid *J. G.* did never enter into any ſuch Bond or Obligation as aforeſaid; and at other times, that the ſaid *J. G.* or ſome Perſon by his Order did long ſince ſatisfie the ſame, and that your Orator did deliver up the ſaid Bond; whereas the truth is, the ſaid Bond was never ſatisfied by him the ſaid *J. G.* or any other Perſon or Perſons whatſoever, but the ſame being come to the Hands, Cuſtody, Power or Poſſeſſion of them the ſaid *J. G. S. A.* or one of them, or to the Hands, Cuſtody or poſſeſſion of ſome other Perſon or Perſons, by and with their or one of their Privity, Conſent or Procurement, or by and with the Conſent, Privity or Procurement of ſome other of the Confederates, the ſaid *J. G.* doth utterly refuſe to pay your ſaid Orator the ſaid ſum of forty Pounds with Intereſt, or any part or parcel thereof, although he hath been in a fair and friendly manner thereunto requeſted by your ſaid Orator. All which ſaid ſayings and doings of the ſaid *J. G.* and *S. A.* and the reſt of the ſaid Confederates are contrary to Equity and Good Conſcience, and tend to the manifeſt injury and prejudice of your Orator. In tender Conſideration whereof, and foraſmuch as your Orator by the ſtrict Rules Rules of the Common Laws of this Kingdom cannot compel the ſaid *J. G.* and *S. A.* and the reſt of the Confederates to diſcover the truth of the Premiſſes: And foraſmuch as your

your Orator's Witneſſes that could prove the ſame, are either dead, beyond the Seas or in places remote and to your Orator unknown. But your Orator hopes the ſaid *J. G.* and *S. A.* will upon their Corporal Oaths diſcover and ſet forth the truth of the Premiſſes and deliver up the ſaid Bond unto your Orator, when thereunto by this Honourable Court required. To the end therefore that the ſaid *J. G.* may ſet forth and diſcover whether he did not on or about the ſaid fourteenth day of *January*, in the ſaid nine and twentieth year of his late Majeſty King *Charles* the Second, or at any other or what time enter into one Bond or Obligation of the penalty of fourſcore Pounds for the payment of forty Pounds with Intereſt, to your Orator. And that the ſaid *J. G.* and *S. A.* and the reſt of the Confederates when diſcovered, may upon their Corporal Oaths ſet forth and diſcover whether the ſaid Bond or Obligation be not come to their, or ſome or one of their Hands, Cuſtody and Poſſeſſion, or to the Hands, Cuſtody and Poſſeſſion of ſome other Perſon or Perſons, by and with their, or ſome of their Privity, Knowledge, Conſent or Procurement. And may ſet forth where the ſame is, and when laſt they ſaw the ſame, and in whoſe Hands, Cuſtody and Poſſeſſion the ſame then was, and whether the ſame be Burnt, Cancelled, Obliterated, or any other way Defaced or made away, and how, where and when the ſame was done.

done. And that the ſaid *J. G.* and *S. A.* and the reſt of the ſaid Confederates when diſcovered, may true, full, diſtinct and perfect anſwer make to all and ſingular the Premiſſes, and may be compelled to deliver up the ſaid Bond or Obligation, or that the ſaid *J. G.* may be compelled to pay the ſaid Monies due upon the ſaid Bond; and that your Orator may have ſuch relief in all and ſingular the Premiſſes, as is uſual in Caſes of this Nature. May it pleaſe your Lordſhip to grant, *&c.*

Sa. Blackerby.

A Petition in Chancery.

A Petition to the Lord Keeper, That Publication may pass in the Cause the first day of the ensuing Term, notwithstanding the Defendants craved a Commission in delay of the Plaintiff; and that his Lordship will appoint some day towards the latter end of the Term for hearing of the Cause.

E. M. Widow Plaintiff.

Sir *T. P.* Baronet, and
E. H. & al' Defendants.

To the Right Honourable Sir *John Somers*, Knight, Lord Keeper of the Great Seal of *England*.

The Humble Petition of the Plaintiff

Sheweth,

THAT your Petitioner Exhibited her Bill against the Defendants in *Michaelmas* Term 1693. who delayed your Petitioner two Terms before they put in their Answers; and afterwards your Petitioner replied, and examined all her Witnesses in Court; and the last Term gave the first Rule for publication; upon which the Defendants in delay of your Petitioner, craved a Com-

a Commiſſion, by which means your Petitioner is diſabled to bring the Cauſe to hearing the next Term, according to the uſual Practice of the Court.

Now for that the Cauſe has depended near two years, and been twice delayed by the Defendants,

Your Petitioner humbly prays your Lordſhip, that notwithſtanding ſuch Commiſſion, Publication may paſs the firſt day of the next Term, and that your Lordſhip will be pleaſed to appoint ſome day towards the latter end of the ſame Term for the hearing of this Cauſe.

And your Petioner ſhall pray, &c.

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Pleas and Anſwers.

The Plea of *R. F.* one of the Defendants to the Bill of Complaint of *W. H.* an Infant, by *T. C.* Gent. his next Friend and Guardian, Complainant.

The Defendant being a Truſtee for younger Children, pleads in Bar to the Heirs Bill, to accompt and diſcover a former Decree of this Court, and two Reports of the Maſter, before whom his Accompts were Stated, and Reported and Confirmed by Decree of this Court.

THE ſaid Defendant by proteſtation, not confeſſing or acknowledging all or any of the matters or things in the Complainants Bill of Complaint contained, to be true, in ſuch ſort, manner and form, as the ſame are therein and thereby ſet forth and alledged, The end of the Complainants Bill being to call this Defendant and *J. H.* the Elder, the other Defendant in the Bill named, to an Accompt, for their Receipts and Diſburſments, relating to a Truſt of certain Lands and Tenements in the Bill particularly mentioned, to be leaſed or granted by *J. H.* the Plaintiffs Father, to the ſaid other Defendant *J. H.* the Elder, and to one *D. B.* and *W. C.* ſince dead, for a long term of years yet in being, in truſt for raiſing Portions for *E. H.* ſince Married to *J. W.* Junior,

Vide Bills of Accompt and Diſcovery, (Sect 2.)

nior, and for one *H. H.* (the ſaid *E.* and *H. H.* being two of the younger Children of the ſaid *J. H.* the Father) to be paid them at their ages of one and twenty years, or Marriage, with intereſt for their maintainance till their Portions were payable; Charging, That the ſaid *B.* acted in the Truſt, and had aſſigned his Intereſt to this Defendant, and alſo that the ſaid *J.* the Father had before the ſaid Leaſe, upon good conſideration, executed ſome Deed, whereby he had ſetled all the Premiſſes to the uſe of the Plaintiff and his Heirs, in general or ſpecial Tail, and praying a diſcovery and delivery to him of the ſaid Deed, and of all other Deeds concerning the Premiſſes: This Defendant for Plea to the ſaid Bill of Complaint, and all the matters and things therein contained, doth ſay, That in or about the Term of St. *Hillary*, in the year of our Lord, 1686. the ſaid *J. W.* Junior and *Elizabeth* his Wife, and the ſaid *H. H.* then an Infant, by his Guardian Complainant, exhibited their Bill of Complaint into this honourable Court, againſt the now Complainant, and the ſaid *J. W.* the elder; And this Defendant *R. F.* thereby ſetting forth, That the ſaid *J. H.* the Father being ſeiſed of divers Lands and Tenements, lying at *S.* and *B.* in the Pariſh of *H.* in the County of *W.* (being the ſame Lands and Tenements in and by the now Complainants Bill mentioned and intended) Did, for proviſions and Portions for his younger Children, make a Leaſe thereof to the ſaid *B. J. W.* the Elder,

der, and one *W. C.* for a long term of years yet in being, in trust for the raising of 500 *l.* apiece, for the said *E.* and *H.* his Children, *viz.* 500 *l.* for *E.* payable at her age of 21 years, or Marriage, and 500 *l.* for the said *H.* payable at his age of 21 years, and Intereſt for their Maintenance, till their Portions became payable, and that the said *J. H.* shortly after dyed, and *B.* assigned his Trust in the Premisses to this Defendant, and the said *C.* being dead, the Estate in Law was in the said *J. W.* the elder, and this Defendant, in trust as aforesaid; And that the now Complainant *W. H.* being Heir at Law to the Estate, endeavoured with the Trustees to defeat the Deed of Trust, and hinder the payment of the said Portions, and they refused to pay the said *E.* her Portion, which was due upon her Marriage with intereſt, or to allow the said *H.* any thing for his Maintenance and Education; And therefore to compel the Trustees to discover the Deed of Trust, and for relief in the Premisses, they the said then Complainants craved the aid of this Court, and process of Subpœna against the Defendants, to compel them to answer the Bill; Which being granted, and they therewith served, they appeared accordingly, and answered the said then Defendant and now Complainant *W. H.* answering by his Guardian especially assigned by this Court; and he and this Defendant by their Answers setting forth, That the said *J. H.* the Father, by his Indenture of the 15 of *November*, 28

Caroli Secundi, did demiſe to the ſaid *D. B. J. W.* the elder, and *W. C.* the Meſſuage and Lands in the ſaid Deed mentioned, (being the ſame by the now Complainants Bill intended,) and worth about 140 *l. per annum*, To have and to hold the ſame to them and their Aſſigns from the Feaſt of St. *Michael* next before the date of the ſaid Indenture, for the term of 500 years, upon Truſt that they, their Executors and Aſſigns out of the Rents and profits of the Premiſſes, ſhould decently Educate and breed up the now Complainant *W. H.* and the ſaid *E.* and *H. H.* with ſuch convenient Schooling, Trade or Trades, or otherwiſe, as they the ſaid Truſtees ſhould think fit and convenient, and above what Sum or Sums of Mony ſhould be expended, about the Educating and Breeding the ſaid Children, ſhould out of the Rents and Profits of the Premiſſes, and otherwiſe by letting or demiſing of the ſame to any perſon or perſons, for any parcel and part of the ſaid Term, for Fine or Fines, with reſervation of only a Pepper-Corn, or ſome ſmall Rent, raiſe and pay unto the ſaid *H. H.* 500*l.* when he ſhould attain his age of 21 years, and to the ſaid *E.* 500*l.* for her Portion, at her age of 21 years, or day of Marriage, which ſhould firſt happen: as by the ſaid Indenture might appear. And that the ſaid *W. C.* dyed ſoon after the making of the ſaid Deed, and *J. W.* the elder had not intermedled with the Truſt, but that the ſaid *B.* had entred on the Truſt Lands, and for ſome

ſome time maintained the younger Children, but being an ill Husband and inſolvent, the now Complainant was deſirous to have the Truſt aſſigned by *B.* to this Defendant, which was done accordingly, by Indenture dated the 16th of *Auguſt*, 1687. And that this Defendant had been at great charges and expences in maintaining the now Complainant, and ſoliciting divers Suits for him, and procuring *B.* to Surrender, and in Journies and taking poſſeſſion, and otherwiſe, and was willing to joyn with the ſaid *J. W.* the elder, in the execution of the Truſt, ſo he might be indemnified by the Order of this Court; And the now Complainant *W. H.* being then near nineteen years of Age, and a Defendant to the ſaid Bill, ſubmitted to the diſcretion of this Court; And the ſaid *J. W.* the elder, ſaid he never acted in the Truſt, yet was ready to do any act the Court ſhould think fit, about the performance thereof; And all the Defendants denied Combination, and concluded their Anſwers with the general Traverſe: as by the ſaid Bill and Anſwers remaining on Record in this Honourable Court, may appear. And on the tenth of *December*, 1689. the ſaid Cauſe coming to be heard, in preſence of Counſel learned on both ſides, The ſubſtance of the Bill and Anſwers appearing to be, as is before recited, This Court thereupon and upon debate of the matter, and hearing Counſel on both ſides, did think fit and ſo ordered and decreed, That the ſaid *J. W.*

the elder, and this Defendant ſhould joyn in the execution of the Truſt, according to the ſaid recited Indenture; And in order thereunto ſhould receive as well the Arrears of Rent, as the growing Rents and Profits of the Premiſſes, and ſhould educate and provide for the now Complainant *W. H.* and the ſaid *H. H.* according to the ſaid Indenture of Truſt, in ſuch manner as Sir *Lacon William Child*, Knight, one of the Maſters of this Court ſhould approve of, and ſhould apply the reſidue of the ſaid Rents and Profits towards the payment of the ſaid 500 *l.* due to the ſaid *E.* at her day of Marriage, with Intereſt for the ſame, after the rate of 6 *l. per annum*, for each 100 *l.* together with the Coſts of this Suit, to be Taxed by the ſaid Maſter; And that the ſame might be more ſpeedily raiſed, the ſaid *J. W.* the elder, and this Defendant as ſoon as conveniently they could, ſhould raiſe Mony by demiſing, ſetting, letting, or mortgaging the Premiſſes, or any part thereof, to ſuch perſon or perſons, for ſuch part of the ſaid term of five hundred years, as the ſaid Maſter ſhould approve of, and ſhould pay the ſame to the ſaid *J. W.* the younger and *E.* his Wife; And when the ſaid *H. H.* ſhould come to 21 years of Age, the ſaid *J. W.* the Elder and this Defendant were to raiſe and pay to him his 500 *l.* out of the Profits of the ſaid Eſtate, or by leaſing or mortgaging the ſame: And they were by the ſaid Decree protected and ſaved harmleſs by the aid of this Court, and to

to have all juſt allowances of Monies by them or either of them expended and to be expended, in relation to the ſaid Truſt, the ſame to be allowed by the ſaid Maſter: In purſuance of which Order, the ſaid Maſter by his Report, dated the ſecond day of *March* then next, made after hearing on both ſides, did think fit that this Defendant ſhould be allowed the Sum of 40 *l. per annum*, for the maintainance and education of the now Complainant *W. H.* and the Sum of 20 *l. per annum*, for the maintainance and education of the ſaid *H. H.* according to the Indenture of Truſt, out of the Rents and Profits of the Premiſſes, and the Sum of 37 *l.* 3 *s.* 4 *d.* for Coſts of the ſaid Suit; Which Report was afterwards by order of this Court, upon hearing Counſel on both ſides, confirmed by the Decree of this Court. All which proceedings were afterwards drawn up into a Decree, and duly Signed and Inrolled, as by the ſame remaining on Record in this Honourable Court, may more fully and at large appear: And on the eighth of *May* laſt, upon the Complainants Petition, complaining of the Defendants Accounts then before the Maſter, ſuggeſting the ſame to be allowed by him, It was ordered upon the Complainants Petition, that the ſaid Maſter ſhould review his Accounts; In purſuance of which Decree and Order of the eighth of *May*, the ſaid Maſter having conſidered of the matters thereby to him referred, and reviewed this Defendants Ac-

counts, did, by his Report, dated the tenth of *July* last past, certifie, That the Defendant hath paid and disbursed for the now Complainant, for his maintainance and education, and in Mony by this Defendant expended in this and other Suits in this Court, touching the Estate in question, with the Monies paid to the said *D. B.* upon the Assignment of his Trust, and for divers Journeys into the Country about the Estate, from the 23th of *November*, 1686. to the 20th of *November*, 1687. several Sums, in the whole amounting to 227*l.* 17*s.* 4*d.* And the said Master by the same Report hath farther certified, That he had considered of the Defendants farther Accounts, brought in before him, which this Defendant had paid and disbursed for the maintainance of the now Complainant, and of the said *H. H.* and for repairing of the Premisses, and taking several Journies into the Country to let the Estate and receiving the Rents and raising the Portion of the said *E.* and for several Law Charges, and other allowances and Mony lent to the now Complainant, and paid for him for Clothes and other Necessaries, from the 23 day of *November*, 1687. to the 24th of *June* last past, the Sum of 307*l.* 19*s.* 9*d.* in all 535*l.* 17*s.* 1*d.* And that this Defendant (being the only acting Trustee touching the Premisses) had received out of the Rents and Profits of the Premisses, and by the said *Elizabeths* Portion in the same time, the Sum

Sum of 368 *l.* which being deducted out of the 535 *l.* 17 *s.* 1 *d.* there remains due to this Defendant the Sum of 167 *l.* 17 *s.* 1 *d.* which this Defendant is to receive out of the Rents and Profits of the Premisses in question, according to the direction of the said Order or Hearing: As by the said Report remaining filed with the Register of this Court, may also appear. Which Report is also confirmed by the Order and Decree of this Court: As by the same Orders entred with the Register of this Court may likewise appear. And this Defendant averreth, That since the 24th day of *June* last, he hath not received any Rents or Profits of the Premisses, or any part thereof, the same being stayed in the Tenants Hands by Order of this Court: And that in farther pursuance of the said Decree the Master hath allowed of an Assignment of the said Lease and Term of five hundred years, by way of Mortgage, for raising of Mony to pay the Portion and Interest due to the said *E.* Which Assignment this Defendant hath executed according to the Masters direction, and pursuant to the said Decree; Wherefore, and for that the now Complainant by his now Bill of Complaint, seeks to bring this Defendant, who is only a Trustee to a new Account, for the Receits and Disbursements, and to unravel his Accounts which have been already stated and setled by the Decree of this Court, which if the Plaintiff should be permitted to do, this Defendant will be thereby

thereby put to double charge and trouble in being drawn into ſeveral Accounts for the ſame matters, after his Accounts ſtated and ſetled; And for that the ſaid *H.B* and *J. W.* Junior, and *E.* his Wife, who have the like right to call this Defendant to Account, as the now Complainant hath, are no Parties to the now Complainants Bill, whereby this Defendant, if lyable to a new Account, may be again called to a farther Account by them, or any of them, and ſo doubly vexed for the ſame matters; And for that the now Complainant might, if he had pleaſed, have controverted this Defendants Accounts before the ſaid Maſter, in the ſaid former Suit, wherein the ſaid Decree and Proceedings were had and made; And for that the diſcovery of the pretended Settlement whereby the Complainant pretended to be Heir General or in ſpecial Tail, tends to deſtroy the ſaid Leaſe and Term, and proviſion thereby made, as well for the ſaid Complainant, as the ſaid *H.* and *E.* and conſequently to defeat the Aſſignee or Mortgagee of the Premiſſes (who is a Purchaſer, or in nature of a Purchaſer for a valuable conſideration, and no party to the Complainants Bill) of his Mony: This Defendant therefore pleads the ſaid Decree, Proceedings, and matters aforeſaid, in Bar of the now Complainants Bill, and of the Account and diſcovery thereby prayed, and humbly demands the Judgment of this Honourable Court, and reſts and abides therein

therein, whether he shall be compelled to make any farther or other Answer to the now Complainants Bill, and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

The joynt and several Answers of J. W. *Sen. the other Trustee, and* J. W. *Jun. Husband of* E. *the Complainants Sister.*

THE said Defendants saving and reserving to themselves, now and at all times hereafter, all and all manner of Advantages and Benefit of Exception to the many Untruths, Incertainties, Insufficiencies and Imperfections in the Complainants Bill of Complaint contained, for a full and perfect Answer thereunto, or to such part thereof, or so far as it materially concerns these Defendants, or either of them, to make Answer unto; They severally answer and say, and first the Defendant *J. W.* the Elder, for himself severally answering saith, That *J. H.* late Father of the Complainant was in his life-time possessed of certain Lands, Tenements and Hereditaments, in *G.* and *E.* in the Parish of *H.* in the County of *W.* of the yearly value of 182 *l.* or thereabouts, and not 200 *l.* and upwards, as the Complainant in and by his said Bill of Complaint hath vainly suggested. And this Defendant farther answering saith, That the said *J. H.* the Complainants late Father

Father being in his life-time a Man given to much drinking, and easy to be led away by ill Company: Some Friends of the said *J.H.* knowing that he the said *J.* had a power to make a Settlement of the said Premisses, having compassion on his younger Children, of which number the Complainant was one, prevailed with him to settle his Estate in Trust, so that there might be some provision made for the younger Children of him the said *J. H.* And thereupon he the said *J. H.* did as in the Bill is mentioned, execute a Deed of demise of the Premisses for a long term of years then to come and yet unexpired to this Defendant *D. B.* one other of the Defendants in the Complainants Bill of Complaint mentioned and *W. C.* deceased, for raising 500 *li.* apiece for the younger Children of the said *J.* payable to them at their respective Ages of 21 years, or day of Marriage of *E. H.* the Complainants Sister, as in and by the Complainants Bill of Complaint is mentioned; But the said *J. W.* the elder utterly denies he ever insinuated himself with the said *J. H.* or used any indirect means for procuring of such Deed of Settlement or Demise; Neither did this Defendant at the same time, or any time before or after know that the said Lands and Premisses, were by several Deeds and Conveyances so setled, that the Complainants Father had no power by Law to make such Settlement or Lease as aforesaid, as the Complainant in and by his said

ſaid Bill of Complaint hath moſt untruly and falſely ſuggeſted: And this Defendant farther anſwering ſaith, that he believes it to be true, That *J. H.* the Complainants Father and *R. H.* the Complainants elder Brother are both dead, and that the ſole and undoubted right to the Premiſſes may be veſted in the Complainant, upon his diſcharging the Incumbrances charged thereupon, by the ſaid *J. H.* his Father, in his life-time, and all other Incumbrances, created by Law-Suits ſince his death: But this Defendant utterly denies that he ever intermedled as the only acting Truſtee, or received any of the Rents, or made any benefit of the Premiſſes in queſtion, ſince the death of the ſaid *J. H.* or that he hath any ways wronged or defrauded the Complainant, or made away with, cancelled or defaced, or ever knew of, or hath in his cuſtody, or knows how to come at, any ſuch Deed or Writing, which the Complainant in his Bill of Complaint vainly and without any manner of ground pretends would bar his Fathers Deed of Truſt, and fix the Inheritance of the Premiſſes in queſtion in himſelf, and clear him from paying his Brother and Siſters Portions, and diſcharge the other Incumbrances upon the ſaid Eſtate; Neither doth this Defendant believe that there was ever any ſuch Deed or Writing, that would bar or affect the Truſt, had not the ſame been confirmed by the Decree of this Honourable Court, ſigned and inrolled, the which

this

this Defendant is advised he might have pleaded to the Complainants now Bill of Complaint, and humbly hopes and conceives he shall reap as much benefit thereby as if he had pleaded the same. And the said Defendant farther answering saith, That he believes it to be true, that the Defendant *B.* might assign his Trust to the other Defendant *F.* about the time in the Bill, and that there might be such proceedings in this *H*onourable Court, as in and by the Complainants Bill of Complaint is for that purpose set forth; But this Defendant utterly denies that he knows what Mony the Defendant *F.* paid to *B.* for such assignment of his Trust, or in what capacity or condition the said Defendant *F.* was in at that time. And the Defendant *J. W.* the younger, for himself severally answering, saith, that true it is, that he did intermarry with and take to Wife *E.* the Complainants Sister, at which time he this said Defendant might have had a greater Fortune, having 50 *l. per annum*, good Land of Inheritance, notwithstanding the Complainant in his Bill of Complaint most untruly suggested, that this Defendant was a Man of no Fortune. And this Defendant further answering saith, That he hath received as a Portion with the said *E.* his Wife, the Sum of 558 *l.* and no more, being part of the Sum of 600 *l.* procured by the Defendant *F.* who is the only acting Trustee, as this Defendant hath been informed, and verily believes to be true. And also that the said

said Defendant *F.* did raise the same by way of Mortgage upon part of the intrusted Estate pursuant to the Decree of this Honourable Court. And this Defendant craves further allowance of 42 *l.* remaining yet due to him of his said Wifes Portion, there being due to her at the time of his Intermarriage with her for Principal and Interest the just Sum of 600 *l.* the which this Defendant, under the favour of this Honourable Court, conceives to be his Right. And the said Defendant further answering saith, That he knows nothing concerning any such Deeds or Writings, as in the Complainants said Bill of Complaint is mentioned, or how the said Complainants Father came to settle the said Estate in Trust, or how he was seized or possessed of the same, being altogether a Stranger thereunto, but refers himself to the several Answers of the several other Defendants in the said Complainants Bill of Complaant named. And the said Defendant *J. W.* the elder, for himself farther saith, That he never intermedled with the Trust, or received any of the Rents since the Defendants *B.* Assignment of the same to the Defendant *F.* but left the same to *F.* who was the Plaintiffs Guardian, and the only acting Trustee. Neither hath this Defendant at any time advantaged himself one peny by the Estate, but on the contrary, this Defendant doth aver that he is some hundred of Pounds the worse for his Kindness to the Complainant, and the securing the Estate from going

from

from him, the which the Complainant ought to have been sensible of, and not to have vexed this Defendant with this vexatious Suit. All which this Defendant well hopes this Honourable Court will in due time take notice of. And both these Defendants deny all and all manner of Combination with the other Defendant, or any other person or persons whatsoever, with an intent to defeat and defraud the Complainant, as in the Complainants Bill of Complaint is untruly suggested. Without that, that any other matter or thing, in the Complainants Bill of Complaint contained, material for these Defendants to make Answer unto, and not herein and hereby well and sufficiently answered unto, confessed or avoided, traversed or denyed, is true. All which these Defendants are ready to aver, maintain and prove, as this Honourable Court shall award; and pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully and unjustly sustained.

The Defendant pleads several Outlawries after Judgment in Bar to the Complainants Bill.

Section 3. THE said Defendant not confessing nor acknowledging all or any of the Matters in the Complainants said Bill contained to be true in such manner and form as the same are thereon declared and set forth, for Plea thereunto saith, That the Complainant

plainant now is, and ſtandeth a perſon outlawed in ſeveral Actions, and ſo is, and ſtandeth diſabled by the Laws of this Realm to ſue or commence any Suit or Suits in this Honourable Court, or in any other Court, until the ſame Outlawries are reverſed: For he ſaith, That on *Munday* next after the Feaſt of St. *John* before the *Latin Gate*, in the three and twentieth year of his Majeſty's Reign that now is, the Complainant was outlawed after Judgment at the Suit of *W. W.* in an Action of Debt. And on *Munday* next before the Feaſt of the Converſion of St. *Paul* in the twelfth year of his ſaid Majeſty's Reign, the ſaid Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *E. B.* And on the ſixth day of *June* in the two and twentieth year of his ſaid Majeſty's Reign that now is, the Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *A. H.* Widow. And on *Monday* next before the Feaſt of the Tranſlation of St. *Edward* King and Confeſſor, in the three and twentieth year of his ſaid Majeſty's Reign that now is, the ſaid Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *W. W.* Gent. And on the ſecond day of *November* in the fifteenth year of his ſaid Majeſty's Reign that now is, the ſaid Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *J. H.* And on *Monday* next before the Feaſt of the Purification of the

Bleſſed Virgin *Mary* in the year of our Lord One Thouſand Six Hundred Fifty Eight, the ſaid Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *R. B.* and others. And on the ſecond day of *November* in the fifteenth year of his ſaid Majeſty's Reign that now is, the ſaid Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *M. H.* Spinſter. And on *Monday* next before the Feaſt of the Purification of the Bleſſed Virgin *Mary* in the Year of our Lord One Thouſand Six Hundred Fifty Eight, the ſaid Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *W. W.* Gent. And on the third of *October* in the four and twentieth year of the Reign of his ſaid Majeſty that now is, the ſaid Complainant was likewiſe outlawed after Judgment in an Action of Debt at the Suit of *C. W.* Gent. as by the ſaid ſeveral Outlawries *ſub pede Sigilli* hereunto annexed may appear, which ſaid Outlawries as yet do ſtand unreverſed. And this Defendant doth aver, that the ſaid *F. R.* Complainant named in the ſaid Bill of Complaint, and the ſaid *F. R.* named in the ſaid ſeveral Writs of *Capias Utlagatum* hereunto annexed, is one and the ſame perſon, and not divers and ſeveral. And therefore this Defendant doth demand Judgment whether or no he ſhall be compelled to make any other or farther Anſwer to the Complainants Bill of Complaint, ſo long as the ſaid Outlawries

do

do ſtand in force againſt the Complainant and not reverſed.

The Defendant, as Heir at Law, pleads in Bar to the Complainants Bill a Deed of Purchaſe by his Father in Fee-Simple from E. G. *with Fine and Proclamations duly levied, and that his Father being ſo ſeiſed made a Joynture of the Premiſes to his Mother with Remainders over, who enjoyed the ſame for her Life, after whoſe Death the ſame deſcended to him as Heir at Law by virtue of the Deed of Settlement: And that his Title is under a Purchaſer for a valuable conſideration, and paramount to the Title the Complainant makes by his Bill.*

THE ſaid Defendant by Proteſtation not confeſſing or acknowledging all or any, &c. For and by way of Plea thereunto this Defendant ſaith, That *A. H.* this Defendants late Father, having for ſeveral years been Tenant to *E. G.* of the Meſſuages and Tenements in the Bill mentioned, did purchaſe of the ſaid *E. G.* the Fee-ſimple or Inheritance of the ſame. And that he the ſaid E. G. did by Deed, and Fine with Proclamations duly levied and had, and executed in the Year of our Lord One Thouſand Six Hundred and Fifty, for a valuable conſideration, being the Sum of one thouſand pounds to him paid, grant and convey the ſaid Meſſuages in the Complainants Bill of Complaint mentioned to the ſaid *A. H.* and his Sect. 4.

Heirs and Assigns for ever. By virtue whereof the said *A. H.* of the said Messuage or Tenements and Premisses, was in the possession thereof; and being so seized he the said *A. H.* in the Year of our Lord One Thousand Six Hundred Fifty One by good Conveyance and Assurance in the Law duly executed, setled the same upon his then Wife for her Life for her Joynture, with several Remainders over, as by the said Fine and Conveyances, Relation being thereunto had, may appear. And in or about the Year of our Lord One Thousand Six Hundred Fifty Four, the said *A. H.* did erect and build, or cause to be erected and built on part of the purchased Premisses three more Houses or Tenements wherein he expended a considerable Sum of Mony. And the said *A. H.* quietly enjoyed the said Messuages or Tenements and Premisses, during his Life, and after his Death the same was enjoyed by his said Wife, as her Joynture, during her Life, who died about *March* last past; after whose death the same descended and came to this Defendant by virtue of the said Deed of Settlement: By virtue of which Conveyance made in One Thousand Six Hundred Fifty and One, and as Son and Heir of his Father, this Defendant claims and makes Title to the Premisses, and is become seized and in full possession thereof. And therefore his Title to the Premisses being under a Purchaser really and *bona fide*, and paramount to the Title, the Complainant makes by his Bill, This Defendant

dant doth rely thereupon: All which this Defendant doth aver, and is ready to prove as this Honourable Court ſhall award. Wherefore this Defendant pleads his ſaid Title, and the Purchaſe, and Settlement, and the Fine and Proclamations and Matters aforeſaid in Bar of the Complainants ſaid Bill, and of the diſcovery and relief thereby prayed. And humbly demands the Judgment of this Honourable Court, whether he this Defendant, being under a Purchaſer for a valuable conſideration as aforeſaid, paramount the Complainants pretended Title ſet forth in his Bill, ſhall be compelled to make any Anſwer to the ſaid Complainants Bill. And humbly prays to be hence diſmiſſed, *&c.*

The Defendant pleads the Statute of Limitations in Bar to the Complainants Bill brought againſt him for Fees.

THE ſaid Defendant by Proteſtation not confeſſing or acknowledging all or any the Matters or Things in the Complainants Bill of Complaint contained to be true in ſuch manner and form as they are therein ſet forth and declared, For Plea thereunto ſaith, By an Act of Parliament held at *Weſtminſter* in the County of *Middleſex*, in the one and twentieth year of the Reign of King *James* the Firſt, for Limitations of Actions, and for avoiding of Suits in Law: It was thereby enacted, That all Actions of Treſpaſs,

Sect. 5. *Vid.* Bills for Fees, *&c. fol.* 1. *ſect.* 1.

Quare Clausum fregit, all Actions of Trespass, Detinue, Actions *sur* Trover, and Replevin for taking away of Goods and Chattels, all Actions of Account, and upon the Case, other than such Accounts that concern the Trade of Merchandize between Merchant and Merchant, their Factors or Servants, all Actions of Debt grounded upon lending or contract without Specialty, all Actions of Debt for Arrerages of Rent, and all Actions of Assault, Menace, Battery, Wounding or Imprisonment, or any of them which shall be sued or brought at any time after the end of that Session of Parliament should be commenced and sued within the time and limitation in the same expressed, that is to say, the said Actions on the Case (other than for Slanders) and the said Actions for Account, and the said Actions for Debt, Trespass and Detinue of Goods, and Replevin of Goods and Chattels, and the said Actions of Trespass, *Quare Clausum fregit* within three years after that Session of Parliament, or within six years next after the Cause of such Actions and Suits and not afterwards, and the said Actions of Trespass of Assault, Battery, Wounding, Imprisonment or any of them, within one year after the end of that present Session of Parliament, or within four years next after the Cause of such Actions or Suits, and not after. And the said Actions of the Case for Words within one year next after the end of that present Session of Parliament, and within two years after the Words spoken

and

and not after. And now forasmuch as the Scope of the Complainants Bill is to have a Debt of Seven Pounds Six Shillings and Ten Pence, which as he pretends was due to him for Fees, and Mony laid out and expended in the solliciting and managing of the Suit or Cause in the Bill mentioned for the said Defendant in the year of our Lord One Thousand Six Hundred Eighty and Three, and Five Pounds that the said Defendant promised in the said year to give him for his extraordinary Care and Pains in the managing of the said Cause, which said Debt contracted and Gift promised by the Defendant to the Complainant being a Debt and Gift promised in the said year One Thousand Six Hundred Eighty and Three, as by the Complainants Bill is alledged, and by his own shewing is more than eight years past since the said Debt contracted and the said Gift promised; and the same not relating to any Merchants Accounts, their Servants or Factors; and no Suit having been commenced within the time of the said Act of Parliament limited by the said Complainant against the Defendant for the said Mony in the Bill mentioned, or any part thereof, this Defendant by his Council is advised that the said Suit for the said Debt and Promise for the said Gift is barred by the said Act of Parliament, and that the Complainant ought not to be relieved for the same. And therefore this Defendant doth plead the said Act of Parliament in Bar to the said Com-

plainants Demands, and humbly prays the Judgment of this Honorable Court, whether he ſhall be compelled to make any farther or other Anſwer to the ſaid Complainants Bill of Complaint. And humbly prays to be hence diſmiſſed with his reaſonable Coſts and Charges in this behalf wrongfully and without juſt Cauſe ſuſteined.

An Anſwer to a Bill exhibited againſt the Defendant for ſetting up a falſe Will.

(3) *Vid.* Title Fraud and Colluſion, *Sect.* 1.

THIS Defendant ſaving and reſerving to her ſelf, *&c.* For Anſwer, *&c.* anſwereth and ſaith, That ſhe this Defendant doth not know what perſonal Eſtate *J. J.* in the Complainants Bill mentioned at the time of his death, died poſſeſſed of, but believes he did make his Will in Writing, and thereof *R. J.* his then Wife Executrix, to whom he alſo deviſed the Sum of 1400 *l.* but without any direction for her to diſpoſe of the ſame amongſt her Relations, and that he died on or about the Month of *December*, 1683. And this Defendant likewiſe believeth, that ſoon after his death the ſaid *R. J.* proved his Will and took upon her the Execution thereof, and poſſeſſed herſelf of ſo much of his perſonal Eſtate, as ſhe could diſcover and come at, ſufficient to pay all his juſt Debts and Legacies. But this Defendant doth not know what Improvement the ſaid *R. J.* made of the Eſtate left by the ſaid *J. J.* but believes ſhe made no

no Improvement. And this Defendant farther ſaith, that ſometime after the death of the ſaid *J. J.* ſhe the ſaid *R. J.* being in diſcourſe with the Defendant about making her Will, ſhe then told this Defendant, that ſhe would make this Defendant her Executrix, ſhe the ſaid *R. J.* at the ſame time, and ſeveral times before, expreſſing a very great Kindneſs and Affection for this Defendant, ſhe having bred this Defendant up from a Child; and this Defendant having all along lived in the Houſe with her, and looked unto, and taken Care of her the ſaid *R. J.* But this Defendant being at that time ignorant of the nature of an Executorſhip, and fearing ſhe ſhould come into trouble thereby, deſired the ſaid *R. J.* not to make this Defendant Executrix, but to make ſome of her Relations Executors; for which the ſaid *R. J.* then blamed this Defendant ſaying, She had no nearer Relations, and that ſhe deſigned to take care of, and do very well for this Defendant, and uſed Words to that Effect: But this Defendant being informed, that the Complainant was ſome ways related to the ſaid *R. J.* ſhe the ſaid Defendant or one *S. W.* a Relation of this Defendants did deſire the ſaid *R. J.* to ſend for the Complainant, and at their deſire the ſaid *R. J.* did ſend unto the Complainant to deſire him to come to the ſaid *R. J.* but what particular diſcourſe paſſed between the ſaid perſons and the Complainant this Defendant doth not know. But this Defendant ſaith, That the Complainant

plainant did accordingly come to the said *R. J.* about the time in the Bill for that purpose mentioned, and did bring another person with him. And this Defendant alſo believes it to be true, That the ſaid *R. J.* did then give ſome inſtructions touching the making of her Will, but what ſuch Inſtructions were this Defendant doth not know, nor doth this Defendant know that the ſaid *R. J.* then gave the Complainant an account of what Mony ſhe had by her in the Houſe, nor did ſhe deſire him to tell over the ſame to the knowledge of this Defendant. But this Defendant believes ſhe did then give the Complainant an old Watch worth about 15 *s.* and ſhew him ſome ſingle Mony which ſhe deſigned to have diſburſed among ſome poor People after her deceaſe. And this Defendant likewiſe believeth, that the Complainant did go away at that time, and about Nine a Clock at Night on the ſame Day he came again, and brought a draught of a Will wherein he was named Executor, which being read over to the ſaid *R. J.* ſhe did not approve thereof, but ſaid there ſhould be ſeveral alterations made therein, as this Defendant remembers, and that ſhe had forgotten ſome perſons ſhe intended to give Legacies to, and ſo the draught of the ſaid Will was left in the Room never executed, but ſoon after the ſaid *R. J.* burned it with her own Hands, and ſoon after ſhe the ſaid *R. J.* cauſed another Will to be made, and of that Will ſhe made this Defendant ſole Executrix, and thereby

gave

gave the Complainant a Legacy, as this Defendant remembers; But the ſaid *R. J.* having afterwards taken ſome diſpleaſure at the Complainant, and being willing to alter her Will, ſhe the ſaid *R. J.* about the 11th day of *October*, 1690. did cauſe another Will to be drawn, which ſhe voluntarily made and executed, publiſhed and declared to be her laſt Will and Teſtament in the Words following, (recites the whole Will,) and (*inter alia*) gave to the Defendant by the Name of *P. H.* my now Servant, all and every my Meſſuages and Tenements in the Pariſh of, &c. for all ſuch term and terms of years, as I have therein, together with the Leaſes and Writings relating thereunto; and gave to the now Complainant the Legacy of 10 *l.* in theſe Words: Item, *I give unto my Couſen* G. L. *of* London, *F.* 10 l. *of the like lawful Engliſh Mony, having intended a better Proviſion for him, had his Behaviour to me deſerved it. All the reſt, reſidue and remainder of my Mony, Debts, Plate, Jewels, Goods, Chattles and Eſtate whatſoever, real and perſonal not herein before diſpoſed of, I do hereby give and bequeath unto the ſaid* P. H. *my Servant in reſpect of her great Care and Tenderneſs ſhe hath had over me, and of her faithful Service to me and my ſaid late Husband for ſeveral years laſt paſt. And I do hereby make, ordain and appoint the ſaid* P. H. *my ſole Executrix of this my laſt Will and Teſtament. And do hereby revoke*, &c. Dat. 11 Octob. 1690. As in and by the Probate of the ſaid laſt Will and Teſtament of the ſaid *R. J.* under

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the Seal of the Prerogative Court of *Canterbury* now in the Defendants Custody, and to which she this Defendant referreth her self, doth and may appear. And this Defendant farther saith, that sometime after the making of the said last mentioned Will, *viz.* on or about the 20th day of *August* last she the said *R. J.* departed this Life, soon after whose decease, to wit, on the 22th day of *August* last, and not before, this Defendant took the usual Oath in order to the proving of the said Will; but the same did not pass the Seal of the Office till the 25th day of the same Month of *August*, as in and by the Probate of the said Will under the Seal of the Prerogative Court of *Canterbury*, and the Entries in the said Court to which for her better certainty therein she refers her self, may appear. And this Defendant saith, the occasion of proving the said Will so soon after the said *R. J.*'s death was because she had by her Will directed 100 *l.* to be expended on her Funeral, and this Defendant was advised, she could not safely act therein till she had proved the said Will, and it was not out of any evil design whatsoever, but only what she was advised by her Friends was expedient to be done; and there was no occasion that she knows of, of entring any Caveat, however a Caveat was entred by one Mr. *Jacob*, a Relation of her Husband, who upon producing the said Will and the Testimony there was of it, did withdraw the Caveat. And she is advised she was not obliged or had any reason to

give

give notice to the Complainant or any other person of her proving the said Will; and saith, that she having duly proved the said Will by virtue thereof this Defendant is well intituled unto, and hath possessed her self so much as she could of the personal Estate of the said *R. F.* and hath and intends fully to perform the said Will, and confesseth that there is Assets sufficient to pay and satisfie all the said *Rachels* just Debts, and to perform her Will. And this Defendant is ready and willing to pay unto the Complainant the Legacy given unto him by the said Will. And this Defendant hath already of her own free accord given unto the Complainant and his Wife Mourning, which they seemed to accept of very kindly from this Defendant; and they did not then pretend to question the Validity of the said *R. F.* her Will. And this Defendant denieth that the draught of the Will, which the Complainant prepared for the said *R. F.* to seal, was left with this Defendant, nor did this Defendant undertake to get the same executed by the said *R. F.* nor did this Defendant get and keep the draught of the said Will; nor did this Defendant send for any of this Defendants Relations to come and stay with this Defendant in the House with the said *R. F.* nor did they or this Defendant hinder the Complainant from seeing the said *R. F.* when he came to her House to see her; nor doth this Defendant remember that the Complainant came above twice to see her the said *R. F.* after the time he left the afore-

aforesaid draught, at one of which times he demanded the Sum of 10 *s.* for making the said draught of the said Will, which said Sum and 5 *s.* more, for some charges he pretended he had been at, the said *R. J.* sent to the Complainant. And saith, That the said *R. J.* her altering her mind as to any supposed kindness she might have for the Complainant, is not very strange, if it be considered (as the truth is) That although he was her Relation, yet he was a very remote one, being but Cousins twice or thrice removed, as this Defendant believes, and besides, being one she had no correspondence with, nor (as this Defendant believes) had so much as seen for near twenty years, before such time as he was brought to her, by means of this Defendant, as aforesaid; unless it was once about twelve years before accidentally in the Street, when he was so uncivil to her (as this Defendant hath heard her tell) that he would not own her, although his elder Brother being then with him, did acquaint him she was their Relation; And after she was better acquainted with him (which was through this Defendants means, as aforesaid) she repented she had ever sent for him, but having paid him the charge she had been at about getting the draught of the said Will made, did burn the same, and pursued her former intentions of making this Defendant her Executrix, which she did by a Will deliberately made and published, above ten Months before her death,

death, as aforesaid. And the making this Defendant her Executrix was no more than what she had many times both long and lately before declared her intention to be; she having not only bred up this Defendant from a Child, as aforesaid, but also this Defendant farther having been an Apprentice to her Husband, and many years his Journey-woman, for whom likewise she and her Husband had a great kindness, and who, as this Defendant hath heard her Mistris say, did help to get the Estate she had; and therefore, and for that this Defendant had been very servicable to her in her Health and Sickness, she declared a great affection for this Defendant, and as this Defendant believes, would never have thought of making any other Executors, if this Defendant through her own simplicity had not opposed the same, as aforesaid. And it was of her own free will that she did reject this Complainant and prefer this Defendant; and though the Estate she is likely to get by her Executorship will not be any thing near what is so extravagantly suggested by the Bill; yet whatsoever the same shall be, she doth insist she is lawfully intituled to it, and is not obliged to give the Complainant any Account thereof. And this Defendant denieth that she this Defendant did cause a Will to be made by the Will which the Complainant left. And this Defendant denies that the Will herein before set forth, is a fraudulent Will, or was obtained by

any

any undue and unlawful means, but the ſame was freely and voluntarily made and executed by the ſaid *R. J.* at a time when ſhe was in good Health, and of a found and diſpoſing Mind and Memory, and very well knew what ſhe did, ſhe having very often in her life-time, both before and after the making thereof, declared to ſeveral perſons, That ſhe would leave this Defendant her Executrix, or words to that effect, as this Defendant doubts not to prove. And this Defendant denies that the ſaid *R. J.* did to her knowledge own the Complainant to be her neareſt Relation, and declare, That in point of Conſcience ſhe was obliged to leave him the greateſt part of her Eſtate, or leave him Executor, or to that effect; nor was the Complainant her only Relation (as the Bill ſuggeſts) he having an elder Brother living, as this Defendant is informed and believeth, nor was the Complainant Couſin German to the ſaid *R. J.* as ſhe hath declared, but as this Defendant hath heard and believes, only a ſecond or third Couſin. And this Defendant denieth all Combination, and therefore, and for the Reaſons aforeſaid, this Defendant humbly hopes, under favour of this Honourable Court, ſhe ſhall not be obliged to make a diſcovery of the perſonal Eſtate of the ſaid *R. J.* or to make any farther Anſwer to the Complainants Bill, without that, that, *&c.*

Two

Two Infants by their Guardian Exhibit a Bill againſt the Executors of the Teſtator their Father, to which Bill the ſurviving Executor Anſwers, as followeth.

ALL Advantages of Exception to the Incertainties, Inſufficiencies and Imperfections of the Complainants ſaid Bill of Complaint, now and at all times hereafter, ſaved and reſerved unto this Defendant; for Anſwer thereunto, or ſo much thereof as he this Defendant is adviſed is any ways material for him this Defendant to make Anſwer unto, doth anſwer and ſay, That he believes it to be true, that *J. W.* the Complainants Father in the Bill named, was in his life-time and at the time of his death, poſſeſſed and intereſſed of and in a very conſiderable Eſtate, but of what certain Value or the Particulars thereof this Defendant knoweth not, nor can ſet forth. And that at the ſame time, for that purpoſe mentioned in the Bill, he the ſaid *J. W.* did make his laſt Will and Teſtament in Writing, as in and by the ſaid Bill is ſet forth, or to that effect, ſave that by the ſaid Will the ſaid *J. W.* did order, appoint and declare, That it was his mind and true meaning that his Executors ſhould with the advice and approbation of his Overſeers, or the Survivors of them, put out and lend to ſome Company, Guild or Fraternity in *London*, or lay out in buy-

Vide Bills of Account and Diſcovery, Sect. 3. f. 242.

ing of Leases for years, or upon Mortgage, or to able Persons, upon good Security, his Childrens Portions for bettering of the same, and maintaining and educating his said Children, wherein he desired their utmost care, in which Clause in the said Will there are no such words *(and not otherwise)* as the Bill suggests: And farther, in and by the said Will he did desire and appoint, That his Executors should twice yearly meet with his Overseers, make up and perfect a plain and full Account and Manifestation in Writing unto and with the said Overseers, of, for and concerning all such Monies, Debts, Payments, Receits, Disbursments, and all other things touching his Estate, or any way concerning or relating unto the execution of his Will, fit and needful to be incerted therein, a Copy of every of which Account, and Manifestation to be fairly written and subscribed by his Executors, and delivered to his Overseers, to the intent in the said Bill mentioned; as by the said Will, proved in the Prerogative Court of *Canterbury*, more at large appeareth, and to which this Defendant for more certainty referreth himself. And this Defendant farther saith, That about the time mentioned in the Bill, the said *J. W.* dyed, possessed of a great Personal Estate, consisting, as he believes, of such things as are particularly mentioned in the Bill, but of what particular value this Defendant knoweth not. And this Defendant saith, he believeth

veth it to be true, That the ſaid Teſtator *J. W.* was at the time of his death ſeiſed of ſuch Real Eſtate as he took upon him to deviſe in and by his ſaid Will, but this Defendant knoweth of no other Real Eſtate that the ſaid *J. W.* had. And this Defendant farther ſaith, That he, together with the ſaid *T. W.* and *P. W.* did prove the ſaid Will in due form of Law, as he this Defendant is adviſed, and joyntly took upon them the Execution thereof. But this Defendant ſaith, That the ſaid *P. W.* as this Defendant believes, was the chief acting Executor, and took upon him the ſole management of the ſaid *J. W*'s. Perſonal Eſtate; for this Defendant ſaith, he, or any for him never poſſeſſed himſelf of any part of the Eſtate of the ſaid Teſtator *J. W.* other than to receive the Rents and Profits of the Houſes in *Gutter Lane*, a great part whereof he expended about maintaining and educating the Children of the ſaid Teſtator; and other part thereof in building and repairing of the ſame Houſes and other Mony paid to the ſaid *P. W.* to be imployed in the management of the ſaid Teſtators Eſtate, and in other things relating to the government of the ſaid Eſtate. And this Defendant ſaith, according to the direction of the ſaid Will, he did ſeveral times make up his Accounts in Writing, and deliver them to the Overſeers of the ſaid Will, and which Accounts ſo delivered by this Defendant in as aforeſaid, he averrs were true and juſt Accounts of all his act-

ings and dealings, and of all his Receits and Payments, with or in relation to the Perſonal or other Eſtate of the ſaid *J. W.* But this Defendant having no Copies of ſuch Accounts, he cannot now ſet forth the particulars thereof, but refers himſelf to them when they ſhall be produced, being, as this Defendant believes in the hands of the ſaid Overſeers, or ſome of them, and where the Complainants may have acceſs to them, or Copies of them, if they pleaſe, as this Defendant alſo believeth; and this Defendant cannot give the Complainants any farther Account or Anſwer touching the ſaid Executorſhip other than thoſe delivered to the ſaid Overſeers, as aforeſaid, and other than the Account hereafter ſet forth, to wit, that the laſt Account which this Defendant made up with and delivered to the ſaid Overſeers, as aforeſaid, ending the 8th of *March*, 1672. he this Defendant hath annexed to this his Anſwer, a Schedule of all his Receits and Payments ſince that time, which Schedule this Defendant prays may be taken as part of his Anſwer, for that he avers the ſame to be true, and contains a true and perfect Account of all ſuch Monies, as he or any for him or to his uſe, ſince the time aforeſaid, have, or hath had, raiſed or received out of the Eſtate of the ſaid *J. W.* and of what Monies this Defendant hath ſince that time paid or diſburſed, as he was one of the Executors of the ſaid *J. W.* And this Defendant avers, he hath paid and

and disbursed the respective Sums mentioned in the said Schedule, as is therein set forth, and farther or other Account or Answer touching the intermedling in the said Executorship, or of his Receits or Payments, he this Defendant cannot give than as aforesaid and is herein after set forth. And this Defendant denies he ever took any Gratuity to lend any part of the Monies belonging to the said Testators Estate, either upon bad or good Security, nor did this Defendant ever consent to the lending of any Sum of Mony, part of the said Estate, upon a Security to any person or persons, that he believed or supposed to be otherwise than good. And this Defendant denies that he ever put out any Monies or had any Monies to put out of the said Estate, other than such he hath charged himself with in the said Accompts; but says its true, that some Monies of the said Estate was lent out to the said *P. W.* deceased, which were taken in the Names of him the said *P. W.* and *J. W.* And this Defendant more particularly remembreth, to one *J. G.* Citizen and Vintner of *London*, two hundred and fifty pounds; and upon a Mortgage of a Lease of a House in the Parish of St. *Buttolph Billingsgate*, *London*, dated the 10th of *July*, 1671. and one hundred pounds more to the said *J. G.* upon another Mortgage, dated the 28th of *June*, in the year of our Lord, 1672. of a Lease of three Messuages in *Bethnal Green*, as in and by the said several Mortgages more

at large appear, whereunto this Defendant referreth himself. And this Defendant denies he put out the said several Sums of two hundred and fifty pounds, and one hundred pounds, or any part thereof, but believes that the said *P. W.* paid the said Monies unto the said *J. G.* himself, and that he did the same by the advice and with the consent of *T. M.* one of the Overseers, for that he the said *P. W.* informed this Defendant so much, which made this Defendant more willing to be a Party to the said several Mortgages, which Debts this Defendant doth fear may since become desperate, the said *J. G.* absconding himself, and as this Defendant hath heard, is become insolvent. And that the said *J. G.* hath made several prior Titles to some persons unknown to this Defendant, of the said Premisses so mortgaged by him as aforesaid: And this Defendant conceives he is unconcerned therein, for that he was not otherwise concerned in the lending the said Mony to the said *G.* than as aforesaid: And the said *P. W.* who chiefly (if not solely) managed the said *J. W.*'s Estate, lent and paid the said Monies to the said *G.* as aforesaid. And this Defendant denies he ever threatned or intended to take the principal Monies in the Bill, or any part thereof out of the *East-India* Company, as untruly suggested by the said Complainant; but on the contrary is willing to consent to any Order or Decree that this Court shall think fit to make

make, for the barring and hindring as well this Defendant as the other Defendants from medling with the ſame. And this Defendant farther ſaith, That he believeth it to be true, that the ſaid *P. W.* about that time for that purpoſe mentioned in the Bill, made his laſt Will and Teſtament in writing, as by the ſaid Bill is ſet forth, and thereof made this Defendant and the other Defendants, Mr. *W.* and Mr. *M.* Executors: And this Defendant after the ſaid *P. W.*'s death joyned with them in the probate of the ſaid Will, in the ſaid Prerogative Court, as by the ſame there remaining, more at large appeareth: And he alſo ſaith, that it may be true, That the ſaid *P. W.* dyed poſſeſſed and ſeiſed of a conſiderable Perſonal and Real Eſtate, but knows not of what value, for that this Defendant never poſſeſſed himſelf of any part thereof, or intermedled therewith, or in the ſaid Executorſhip farther than in the joyning in the probate of the ſaid *P. W.*'s Will, as aforeſaid. And this Defendant ſays, That ſeveral times the ſaid *P. W.* when he had received Monies, would leave it at this Defendants Houſe, in Bags unſealed, and ſometimes, and for the moſt part ſealed up, but what Sums and how often this Defendant cannot remember. And this Defendant farther ſaith, That the ſaid *P. W.* ſent for and received all ſuch Sums from this Defendant, he this Defendant never keeping any Tale or Account of ſuch Monies, but only laid them by ſealed or unſealed

ſealed for the ſaid *P.* as aforeſaid, and that the ſaid *P.* never depoſited any Monies in this Defendants hands for any other Truſt or for any other Account, than he this Defendant hath hereby ſet forth, and which the ſaid *P.* received back from this Defendant in his life-time, and this Defendant denies that he ever, to his remembrance, borrowed any mony of the ſaid *P.* but on the contrary often lent or paid him ſeveral Sums of mony particularly mentioned in his this Defendants Accounts; and ſure this Defendant is, that he was not in any ſort indebted to the ſaid *P. W.* at the time of his death. And this Defendant denies, that he hath in his Hands or Cuſtody any other Writings concerning the ſaid Eſtates or either of them, other than the ſaid Mortgage made by the ſaid G. which he is ready to produce, as this Honourable Court ſhall direct. And this Defendant denies all Combination charged in the Bill, either with the other Defendants, or any other perſon or perſons whatſoever, to wrong or injure the Plaintiff, and ſaith, That if any loſs touching *Green*'s Mortgage hapned upon the miſmanagement of the Eſtate of the ſaid *J.* the ſame was occaſioned or hapened ſo to be by the ſaid *P.* and not by this Defendant. And the ſaid *P.* hath, as this Defendant believes, by his Will, and the bequeſts therein to the Complainants, fully reprized him for all ſuch loſſes or damages. Without that that any other matter

or

or thing in the Complainants said Bill of Complaint contained, material or effectual in the Law, for this Defendant to make Answer unto, and is not herein or hereby traversed or denied, confessed or avoided, is true. All which this Defendant is ready to aver, *&c.*

A Plea to the Jurisdiction of the Court, the Lands in question in the Complainants Bill being in the County Palatine of Lancaster, *as to part of the Bill; and Answer to the other part, in which the Defendant sets forth his Title by Deed of Feoffment, with Livery and Seisin,* &c. *from the Complainants Father.*

THE said Defendant by Protestation not confessing or acknowledging any the matters or things in and by the said Bill of Complaint set forth and alledged to be true, saving that the Tenements and Lands with their Appurtenances, mentioned in the said Bill, concerning the Title whereof the said Bill is exhibited into this Honourable Court, are scituate and do lye within the Parish of *R.* in the said County of *L.* for Plea thereunto saith, That the said County of *L.* as this Defendant is informed, is, and hath been time out of mind of any one to the contrary, a County Palatine, and that as well the said Tenements, Lands and Premisses, as all other Lands within the said County Palatine, or belonging thereunto, and all Actions and Suits at Common Law, or in Equity, by reason Sect. 7.

ſon of the Premiſſes, or any parcel thereof, have been or ought to have been impleaded, by all the time aforeſaid, and yet are impleadable in the Courts of the ſaid County Palatine, before the Chancellor or Judges there, for the time being, within the ſaid County Palatine, and not elſewhere. And therefore humbly prays the Judgment of this Honourable Court, if this Court will hold Plea upon, and inforce this Defendant to anſwer to the ſaid Bill exhibited by the Complainant, for the cauſe aforeſaid, wherein the ſaid Defendant doth ſubmit himſelf to the order and direction of this Honourable Court. And if the Defendant ſhall by the Order of this Honourable Court be compelled to make any other anſwer to the ſaid Bill of Complaint then and not otherwiſe, this Defendant having ſaved and reſerved to himſelf both now and at all times hereafter, all advantage of Exceptions to the incertainties and inſufficiencies in the ſaid Bill of Complaint; for Anſwer thereunto this Defendant ſaith, that the Tenements and Lands in the ſaid Bill mentioned, are ſituate and do lye in the ſaid Pariſh of *R.* and County aforeſaid. And this Defendant doth confeſs, That *H. B.* the Complainants Father in the ſaid Bill mentioned, was in his life-time ſeiſed of the Tenements, Lands and Premiſſes of a good Eſtate of Inheritance in his Demeſne, as of Fee, to him and his Heirs, in Fee-ſimple, as in the the ſaid Bill is ſet forth; but denies that the

the ſaid *H. B.* died ſeiſed thereof, or that the Premiſſes after his death did diſcend to the Complainant as his Heir, or that he ought to enjoy the ſame, as in the ſaid Bill is alledged; but ſaith, that the Complainants Father being ſeiſed of the ſaid Tenements, Lands and Premiſſes, in his Demeſne, as of Fee, he the ſaid *H. B.* for and in conſideration of the Sum of five hundred pounds of good and lawful Mony of *England*, to him in hand paid by this Defendant, by his Deed of Feoffment under his Hand and Seal, bearing date the 10th day of *October*, 1678. duly executed by Livery and Seiſin the ſame day, in the preſence of ſeveral credible Witneſſes, did Grant, Bargain, Sell, Convey and Aſſure the ſaid Tenements, Lands and Premiſſes unto this Defendant, and to his Heirs and Aſſigns for ever. To the only uſe of the ſaid Defendant, his Heirs and Aſſigns for evermore, as by the ſaid Deed ready to be produced to this Honourable Court, and to the which for the more certainty this Defendant refers himſelf, may more fully and at large appear; by virtue whereof the ſaid Defendant, on the ſaid 10th day of *October*, in the year aforeſaid, in the life-time of the ſaid Complainant's Father, and many years before his death, was of the ſaid Tenements, Lands and Premiſſes ſeiſed in his demeſne, as of Fee, and the Defendant and his Aſſigns have ever ſince hitherto continued ſeiſed thereof, and received the Rents, Iſſues and Profits thereof

of to their own use, as this Defendant humbly conceives it was lawful for him and them to do, by reason whereof, and by virtue of the said Deed of Feoffment, wherein the same are specially granted unto this Defendant. This Defendant doth acknowledge he hath in his custody several Deeds, Evidences and Writings concerning the Premisses, which do of right belong to him, for the maintaining of his Title thereunto. And for that purpose he humbly conceives they ought to remain in his custody, and not to be brought into this Honourable Court, unless the Complainant had a good Title thereunto, nevertheless the said Defendant is willing to submit to what Order this Honourable Court shall think fit to make therein. And the said Defendant doth utterly deny, That without pretence of Title he entred into the said Messuage and Premisses by abatement, after the death of the Complainants Father, or that he wrongfully detained the Possession thereof from the Complainant, as by the said Bill is falsely alledged. And this Defendant confesseth he doth refuse (as he humbly conceives he lawfully may) to Account with the Complainant for the mean Profits of the Premisses, or to deliver to him the Writings, Deeds and Evidences, as aforesaid: And doth deny and traverse without that, that, &c.

The

The Defendant pleads a Stated Account and an Acquittance in full in Bar to the Complainants Bill.

BY Protestation, *&c.* not confessing, *&c.* As to such part of the Complainants Bill as prays an Account of and concerning any matters and things done and transacted between the Complainant and this Defendant, at any time before and unto the first day of *April*, which was in the year of our Lord, 1686. And as to all such other part of the said Bill as is not herein after answered unto, this Defendant for Plea saith, That upon the said 1st day of *April*, 1686. the Complainant and this Defendant did make up, state and settle an Account in Writing then delivered to the Complainant, of all Sums of Mony this Defendant had before that time by the order and direction and for the use of the said Complainant received, and of all matters and things thereunto relating, or at any time before the said first day of *April*, 1686. being or depending between the Complainant and this Defendant; and the Complainant after a strict and serious examination of the said Account and every particular therein contained, did approve and allow of the said Account, and did actually receive of this Defendant the Sum of 233 *l.* 17 *s.* 9 *d.* being the Ballance of the said Account; and thereupon the same 1st day of *April*, 1686. afore- Sect. 8.

aforesaid, the Complainant did give to this Defendant a Receipt or Acquittance for the same, under his Hand, in full of all Accounts, (*viz.* recite the Acquittance) As in and by the said Acquittance under the Hand of the Complainant, ready to be produced to this Honourable Court may appear. And this Defendant doth plead the said Account setled and stated, the payment of the said Monies, and the said Receit or Acquittance, in bar to such part of the said Bill as demands an Account from this Defendant for any matters or things in the Bill mentioned, on or before the said 1st day of *April*, 1686. And humbly demands the Judgment of this Honourable Court, whether he shall make any other or farther Answer thereunto.

An Outlawry pleaded in Bar to the Complainants Bill.

Sect. 10. THE said Defendant by protestation, *&c.* And for that this Defendant conceiveth, That the Complainant hath Exhibited his Bill against this Defendant vexatiously, rather to put this Defendant to Charge and Expences, than for any just and equitable cause: For Plea thereunto saith, That the said Complainant stands Outlawed at the Suit of *T. B.* in a Plea of Debt, as appears by a Writ of *Capias Utlagatum* under Seal, hereunto annexed. And this

this Defendant doth and will aver and maintain, That the ſaid Outlawry remains in its full force Unreverſed, and not annihilated. And that the ſaid Complainant *C. R.* ſo Outlawed, and the ſaid *C. R.* the now Complainant, is one and the ſame Perſon, and not another and divers; therefore this Defendant doth humbly crave the Judgment of this Honourable Court, whether he this Defendant ſhall be compelled to Anſwer the ſaid Bill of Complaint, until the ſaid Complainant hath reverſed the ſaid Outlawry, and become a perſon of ability and capable to Exhibit any ſuch Bill of Complaint againſt this Defendant, and in the mean time prays to be hence diſmiſſed with his reaſonable Coſts and Charges in this behalf wrongfully, *&c.*

The Defendant pleads a Releaſe in Bar to the Complainants Bill.

BY Proteſtation, *&c.* By way of Plea ſaith, That ſince the Complainants exhibiting the Bill of Complaint into this Honourable Court, that is to ſay, the 25th day of *October*, 1689. the Complainant by a Releaſe by him ſigned, ſealed and delivered, bearing date the 16th day of *November*, in the ſaid year, 1689. and ready to be produced to this Honourable Court, as this Honourable Court ſhall Award, did for himſelf, his Executors and Adminiſtrators, Sect. 11.

ſtrators, remiſe, releaſe, and for ever quit claim unto this Defendant his Executors and Adminiſtrators, all and all manner of Actions, Cauſe and Cauſes of Action, Suits, Debts, Dues, Accounts, Reckonings, Sum and Sums of Mony, Bonds, Bills, Specialties, Judgments, Executions, Treſpaſſes, Quarrels, Controverſies and Demands whatſoever, which the Complainant, his Executors or Adminiſtrators then had, or hereafter might or could have, challenge, claim or demand againſt this Defendant, his Executors or Adminiſtrators, for or by reaſon or means of any matter, cauſe or thing whatſoever, from the beginning of the World until the day of the date of the ſaid Releaſe, for which cauſe this Defendant humbly demands the Judgment of this Honourable Court, whether he this Defendant ſhall be compelled to make any farther or other Anſwer to the Complainants Bill, *&c.*

The Defendant pleads the Statute of Limitations for Goods ſold and delivered.

Sect. 12. THIS Defendant now and at all times hereafter, ſaving to himſelf, *&c.* For Plea hereunto ſaith, That what Goods, Wares and Merchandiſes were by the Complainant ſold and delivered to the Defendant, mentioned in the Complainants ſaid Bill, were ſold and delivered above 6 years before this Defendant was ſerved with any

any Process of this Court to Answer the said Bill. And that if the Complainant had any cause of Action against the Defendant, for or concerning any the matters in the said Bill mentioned, which this Defendant doth in no sort admit, the same did accrew or arise above 6 years before the filing of the said Bill, or serving this Defendant with Process; nor did this Defendant at any time within 6 years promise or agree to come to any Account or pay the Complainant any Monies for any Goods, Wares or Merchandizes, pretended to be sold and delivered by the Complainant to this Defendant, or by him this Defendant had or received, or for any of the Complainants pretended demands, in the Bill mentioned. And therefore this Defendant doth plead the Act of Parliament, made in the 21th year of the Reign of King *James* the First. And prays the benefit of the said Act of Parliament for Limitation of Actions. All which matters this Defendant pleadeth in Bar of the Complainants said Bill, and of the Complainants pretended demands by his Bill aforesaid, for which he seeks to be relieved, and in Bar of the said Bill, and this Defendant prays to be hence dismissed with his reasonable Costs and Charges in this behalf wrongfully sustained.

The Defendant pleads a former Bill depending for the same matters, in bar to the Complainants Bill.

Sect. 13. THIS Defendant by protestation, not confessing or acknowledging all or any of the matters in the Complainants said Bill contained to be true, in such manner and form as the same are therein declared and set forth; for Plea thereunto saith, That the said Complainant in *Trinity* Term, which was in the year of our Lord God, 1687. did Exhibit his Bill into this Honourable Court, to have an Account of Mony raised, had and received out of the Rents, Issues and Profits of the Premisses, in the Bill mentioned, by his Guardian, during the Minority of the Complainant, against this Defendant, in the same manner and form, and for the same matters, and to the same effect, as he doth now by this his Bill. To which first Bill this Defendant did put in his Answer, and the Complainant thereunto replied, and Witnesses were Examined on both sides and their Depositions duly published: And the said former Bill is still depending in this Honourable Court, and the said Cause undetermined. And therefore this Defendant doth plead the said former Bill Answer and Proceedings, in Bar to the said Complainants now Bill: And humbly prays the Judgment of this Court, whether he shall

ſhall be compelled to make any farther or other Anſwer thereunto.

The Defendant Anſwers to part, pleads a Purchaſe for a valuable Conſideration to other part of the Matters in the Bill, and diſclaims as to the Reſidue.

THIS Defendant ſaving to himſelf, *&c.* for Anſwer ſaith, it may be true, that E. B. in the Bill named, did lend ſuch a Sum of Mony to *W. B.* in his life-time in the Bill named, and for ſecurity of the repayment thereof, had ſuch Deed by way of Mortgage granted to him, as in the ſaid Bill is ſet forth, and that the Complainant is well intituled to the benefit thereof, but of his own knowledge knoweth not of ſuch Mortgage made by the ſaid *W. B.* in his life-time, and denyeth all Combination and Confederacy, *&c.* And as to the reſidue of the Bill of Complaint this Defendant by proteſtation not confeſſing, *&c.* As to the Meſſuage or Tenement in the ſaid Bill mentioned, ſcituate and being in the Pariſh of *M.* with the Lands and Appurtenances thereunto belonging, in the Bill of Complaint mentioned to be in the poſſeſſion of this Defendant or his Aſſigns; for Plea ſaith, That he this Defendant is a Purchaſer of the ſaid Tenement with the Appurtenances and Premiſſes, for a valuable Conſideration in Mony, really and *bona fide* paid to the Sect. 14.

ſaid *W. B.* in his life-time, without the notice of the Complainants pretended Title in the Bill mentioned; and that the ſaid *W. B.* hath by good and ſufficient Conveyances in the Law, as this Defendant is adviſed, conveyed the ſame to this Defendant and his Heirs, abſolutely, without any manner of Condition, Proviſo or Power of Redemption whatſoever. All which matters and things he this Defendant is ready to aver and prove, as this Honourable Court ſhall Award, and humbly pleads the ſame in bar to ſo much of the ſaid Complainants ſaid Bill of Complaint, as this Defendant hath not herein before anſwered. And humbly prays the Judgment of this Honorable Court, whether he ought to ſet forth the date and contents of his Deed of purchaſe, or the effects thereof, whereby to enable the Complainant to inſpect this Defendants Title to the purchaſed Premiſſes. And as to all other the Lands and Tenements in the Complainants ſaid Bill of Complaint mentioned, other than what he this Defendant hath pleaded unto as aforeſaid, he this Defendant diſclaimeth all Right and Title thereunto, and knows nothing thereof, without that, that, *&c.*

The ſeveral Anſwer of Daniel Witherly *Defendant, to the Bill of Complaint of the Right Honourable* George *Lord* Jefferies, *Baron of* Wem, *Complainant.*

THIS Defendant craveth favour to make known ſome proceedings in this Cauſe, which, as this Defendant conceiveth, are ſomething materially relating thereunto. He ſaith, That he this Defendant upon conſideration of the ſaid Complainants Bill, and finding that he this Defendant could not make a perfect Anſwer thereunto, within the time limitted for ſo doing thereof, by the Rules of the Court; thereupon this Defendant did on *Wedneſday* the 24th of *February* laſt, Petition the Honourable Sir *John Trevor* Kt. Maſter of the Rolls, thereby ſuggeſting, amongſt other things, That the Writings or Counterparts therein mentioned, being in the Country, without the ſight whereof this Defendant, who little expected this Suit, could make no perfect Anſwer to the ſaid Bill, as by Affidavit thereunto annexed, might appear. And therefore this Defendant by the ſaid Petition, prayed a Commiſſion to Anſwer in the Country, as in ſuch caſes was uſual; and both ſides attending his Honour by direction therein, his Honour did declare or ſo Order, That he would not grant or permit this Defendant to have any Commiſſion to take his Anſwer in the Country,

Sect. 15.

Vide Bill for Relief againſt a Statute or Recognizance. f. 561.

Country, but this Defendant muſt make ſuch Anſwer as he could within the time limited, as aforeſaid; wherefore, rather than this Defendant would incur his Lordſhips the Complainants diſpleaſure, he this Defendant reſolved to make ſuch Anſwer as he could upon his remembrance, altho' he muſt not have the help and peruſal of his Writings, for the more perfect anſwering the ſaid Bill, as aforeſaid. This Defendant therefore ſaving to himſelf now and at all times hereafter, all Advantage and benefit of Exception, to the incertainties, imperfections and inſufficiencies of his Lordſhips the Complainants Bill, for Anſwer unto ſo much thereof as this Defendant conceives he is concerned to make Anſwer unto, He ſaith and doth believe it to be true, That this Defendant was, as he ſuppoſed, ſeiſed in Fee ſimple, or of ſome other good Eſtate of Inheritance, ſubject to a Mortgage before made unto *Henry Polexfen* of the Inner Temple, *London*, Eſq; of and in the Barony of *Wem* in the County of *Salop*, with its Rights, Members and Appurtenances, and of the Manors of *Wem* and *Loppington* and of the Advowſon, Donation and Right of Patronage of the Church of *Wem* aforeſaid, and ſo had been Lord of the ſaid Barony and Manor for very near twenty years together, and doth very well remember that he this Defendant about the time mentioned in his Lordſhips the Complainants ſaid Bill, *viz.* upon or very near the 24th day of *October*, 1684. did wait upon

and

and apply himself unto his Lordship the Complainant, and did then acquaint his Lordship, That although he the said Complainant had been of Councel for this Defendants Tenants of the said Manor against this Defendant, yet nevertheless he came then to propose to his Lordship, and did then offer him the Sale of his this Defendants said Barony, Manors, Advowson and Premisses which this Defendant then believed might be a kindness to his Lordship as well as convenient for this Defendant, because this Defendant observed his Lordship to be much in the Kings Majesties Favour, so as his Majesty might in short time deservedly confer farther Honour upon his Lordship. And that his Lordship the Complainant might in many particulars help this Defendant to his Right and do him kindes, and thereupon this Defendant believeth he did use some Arguments or Reasons to induce his Lordship the Complainant to buy the same, as namely, That it was (as this Defendant had been informed) as Ancient a Barony or Seigniory as most were in the North-west part of *England*, and that it had never been sold since the Conquest, until this Defendant bought it, and was of a very large extent, consisting of thirteen or fourteen Townships, and almost twenty Miles compass, as this Defendant had been informed, and the chief Town thereof was an Ancient Market-Town, and that it was within ten or twelve Miles of the place where his Lord-

ſhip was born, and his neareſt Relations did then dwell, as this Defendant was informed, with which Reaſons or Arguments, and ſome other Propoſals, his Lordſhip the Complainant ſeemed ſo well pleaſed, that he returned this Defendant his thanks for this Defendants Civility therein, and ſaid whether he did Purchaſe it or not, he took this Defendants offer very kindly, and would do this Defendant any kindneſs or favour in his Power, or words to that effect, and then deſired this Defendant to bring him a Particular thereof ſo ſoon as he could, and his Lordſhip would treat with him concerning the Purchaſe of the ſame. And this Defendant doth alſo believe, That on or about the 27th day of the ſaid Month of *October*, 1684. this Defendant did bring unto his Lordſhip, the Complainant, a Particular of the ſaid Barony or Manors, or ſo much thereof as this Defendant did intend to ſell, a Copy of which particulars, as this Defendant remembers is here inſerted, *viz.* A Particular of the Barony of *Wem*, and of the Manors of *Wem* and *Loppington*, wherein there are thirteen or fourteen Townſhips, *viz.* The Townſhip or Borough of *Wem*, being an ancient Market Town, and new built, by reaſon that it was lately burnt, the Townſhip of *Dycher*, *Lowe*, *Norton*, *New-Town*, *Wooverly*, *Northwood*, *Edſtaſton*, *Cotton*, *Steel*, *Aſſon*, *Tilly*, *Sleap* and *Loppington*; the Rents of the Freeholders within the ſaid Manors (moſt or all are to pay Herriots and Relief on death

death of Tenants, as appears by the Records) are five pounds fourteen shillings, *per Annum*, at twenty years Purchase, one hundred and fourteen pounds. *Memorandum*, That before the Court of Wards was put down, there were several persons of Quality that held their Manors and Lands of the Barony of *Wem*, by Knights Service, *&c.* and were Wards to the Lords of *Wem*. The Copy-hold Rents of the said Manors, Fineable at Will, are fifty three pounds, five shillings and eight pence, *per annum*, much of it is not above three pence in the pound, some four pence in the pound, and very little above six pence in the pound, at twenty years purchase, one thousand threescore and five pounds, thirteen shillings and four pence. The Improved yearly value of all the said Copy-hold Messuages and Lands, whose Fines are Arbitrary and at Will, upon every death and alienation of Tenants and Heriots are payable upon death and alienation of Tenants or under-Tenants, and others that dye upon those Lands, as by the Records appears, are two thousand pounds *per annum*, at four year Purchase, eight thousand pounds. The yearly increase of some Copy-hold Rents by Agreement lately made with them, in lieu of their Arbitrary Fines, for about one hundred and thirty pounds *per annum*. Copy-hold Lands over and above one hundred pounds in mony paid, is twenty six pounds, ten shillings four pence, *per annum*, to be paid over and above all pay-

payments whatsoever, at twenty years Purchase, five hundred and thirty pounds, six shillings and eight pence. The Demesne Lands or Rents of Lands in hand, with some old Cottage Rents, whose Lands are only valued in all the Townships within both the said Manors, are fifty five pounds *per annum*, at eighteen years purchase, much of it being improveable, nine hundred, ninety nine pounds. The perpetual Advowson of the Rectory or Parsonage of *Wem*, whereupon there is a large half Timbred House, called the *Hall*, with great Barns, *&c.* Orchards, Gardens, and Gleebe Lands, above thirty pounds *per annum*, which with the Tythes are valued *communibus annis* at five hundred pounds *per annum*, at three years Purchase fifteen hundred pounds. The Timber in *Cotton Wood*, above seven hundred Trees, most of it good sound Timber, valued at four hundred pounds. *Memorandum*, There is a great Market every *Thursday* of Corn, and at usual times Sheep, *&c.* the Toll of the Corn supposed to be well worth forty pounds *per annum*, not valued, because of the discontinuance of taking Toll, there must be a new Grant, and the Market House new Built, which was burnt in the late fire; and there are three Fairs yearly, the Toll whereof is about eight pounds *per annum*, which indeed is spent with entertainment of the Officers, and the Lord of the Manors Friends, who attend the walking of the Fairs. The profits of *Wem Moss*, getting Peat

Peat and Fire Wood, worth yearly fifty ſhillings. The like in *Cotton-Wood*, worth yearly twenty ſhillings. *Memorandum*, There are great Royalties of Fiſhing, Fowling, Waifts, Eſtrays, Felons Goods, and Commons of a large extent. All which amount unto Twelve Thouſand, Six Hundred, Sixty Three Pounds, or thereabouts. And ſoon after this Defendant waiting upon his Lordſhip to know his pleaſure therein, he the ſaid Complainant did refer this Defendant to one Mr. *Edward Jennings*, whom (as his Lordſhip told this Defendant) he did imploy about ſome of his private Affairs, and with whom this Defendant was to treat, and that the ſaid *Edward Jennings* ſhould from time to time receive Inſtructions from his Lordſhip the Complainant, and know his mind concerning the Purchaſe of the Premiſſes; but the ſaid Mr. *Edward Jennings* (as this Defendant was ſenſible) did delay him until about the end of *Michaelmas* Term, one thouſand, ſix hundred, eighty four, in which time this Defendant doth believe he had been prevented of a Purchaſer that (as this Defendant was informed) would have made a Purchaſe of the Premiſſes: And thereupon this Defendant did apply himſelf again to his Lordſhip the Complainant, and did acquaint him of the many delays that had been put upon this Defendant by the ſaid Mr. *Jennings*, and that this Defendant did not believe he ſhould have any fair end with the ſaid Mr. *Jennings*,

nings, becauſe the ſaid Mr. *Jennings* did, as this Defendant hath heard, make uſe of one *George Chambers*, ſo called, who was a profeſſed Adverſary of this Defendant, as he had reaſon to believe, and alſo of ſome other Perſons of his this Defendants Tenants of the ſaid Manors, who had for many years before that time proſecuted tedious Suits againſt this Defendant, as he was adviſed, on pretence of getting twenty ſeveral Cuſtoms, or thereabouts confirmed, both in this Court, and in your Majeſties Court of *Exchequer*, from whom this Defendant, for the Reaſons aforeſaid, could not expect any juſt or fair dealings, and therefore deſired his Lordſhip the Complainant, That he would reſolve on ſome other courſe, or give this Defendant leave to treat with ſome other perſon, whom he ſuppoſed might probably be, and had reaſon to believe would be a Purchaſer of the Premiſſes: And becauſe this Defendant was not only ingaged for Monies borrowed on his own account, but alſo for ſeveral great Sums of Mony borrowed for his Son, for payment whereof this Defendant muſt acknowledge he was threatned to be Arreſted, and ſo might then acquaint the Complainant: Thereupon his Lordſhip the Complainant, did appoint a meeting at his Chamber, where one *Edward Kinaſton* Eſq; was preſent, and this Defendant, and alſo the ſaid *Edward Jennings*, at which time his Lordſhip the Complainant did frankly declare his Reſoluti-

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ons and Intentions to Purchaſe the Premiſſes, and that his Lordſhip would pay to this Defendant ſo much Mony at preſent as he could be ſatisfied by his Friends or Agents information the Premiſſes by their Eſtimate would amount unto, which being afterwards caſt up, did come to the Sum of ſeven thouſand, ſix hundred pounds or thereabouts, which was agreed to be paid down, and as this Defendant remembers was very juſtly paid by the Plaintiff upon Sealing the Conveyances of the Premiſſes as herein after is mentioned, in part of the ſaid purchaſe Mony. And this Defendant doth acknowledge and believe it to be true, That in regard his Lordſhip the Complainant could not (as was then alledged) receive ſatisfaction of the true value of the Premiſſes intended to be ſold, It was agreed, That one thouſand pounds of the ſaid ſeven thouſand ſix hundred pounds ſhould be the price of the ſaid Advowſon, although this Defendant was informed, and ſo did then acquaint his Lordſhip the Complainant, That the perpetual Advowſon of the ſaid Parſonage was really worth, and would have been ſold, as this Defendant was informed, for fifteen hundred pounds, the ſame being commonly reputed five hundred pounds *per annum*, and his Lordſhip ſhould leave it out of the Particular if he pleaſed; but his Lordſhip the Complainant then declared to this Defendants beſt remembrance, That he would not buy the ſaid Barony, Manors and Pre-

Premisses, except he might buy the said Advowson also. And this Defendant being for the reasons herein mentioned, willing his Lordship the Complainant should purchase the Premisses, or so much thereof as this Defendant was resolved to sell, this Defendant did agree to accept of one thousand pounds, part of the said seven thousand six hundred pounds, for the Purchase of the said Advowson, as aforesaid. And this Defendant doth believe it was also part of the Agreement, That the six thousand six hundred pounds, remaining of the seven thousand six hundred pounds in the Bill mentioned, should go towards payment of the rest of the Purchase-Mony, and that twenty years value should be the rate and price of the old Rents, as well chief Rents paid by the free Tenants as the Rents of the Copy-holders of Inheritance, as they should be ascertained by the persons to be named for that purpose, and that the Rate and Price for the said Barony and Manor, and the casual Fines and Profits of Courts and Priviledges by the Deed conveyed (except for the Timber-Trees in *Cotton Wood*) and for the Cottages and Lands not Copy-holds, but in possession of this Defendant or his under-Tenants for years, or at will, should be three years value of the Copy-hold Lands, parcels of the said Manors, to be granted and conveyed as they are or were worth in possession, as the same should be ascertained by the said Persons, and the rate and price that should be paid for the said Timber Trees in *Cotton-wood*,

ton-wood, and the Cottages and Lands, not being Copy-hold, but in poſſeſſion of this Defendant or his under-Tenants, for years, or at will, ſhould be ſo much as ſhould upon a true value be ſet down by the ſaid perſons for that purpoſe to be named. And that the ſaid *Edward Kynaſton* of *Oat-*, Eſq; was named for his Lordſhip the Complainant, and *William Adams* of *Long-*, Eſq; was named by this Defendant, upon their viewing, ſurveying and informing themſelves of and in the Premiſſes, to compute and aſcertain as well what the ſaid yearly chief Rents as the ſaid Copy-hold Rents are yearly, and what they amount unto at twenty years Purchaſe, and what the true and real annual value of the ſaid Copy-holds are in poſſeſſion, and what Sum they amount unto at three years value; and what the ſaid Timber Trees in *Cotton-wood*, and the Cottages and Lands not being Copy-hold, but in poſſeſſion of this Defendant, or his under-Tenants, for years or at will, are really worth, and to ſet down in Writing, under their Hands and Seals, and the Sum of Mony to which they ſhall amount, and deliver to every of the Parties to the ſaid Deed, or his or their Order, one of the ſaid Writings, ſo ſealed and ſubſcribed: And this Defendant believes, That it was alſo agreed, That the Complainant his Lordſhip ſhould enter into a Statute of three thouſand pounds for the ſecuring the reſidue of the ſaid Purchaſe-Mony, which this

this Defendant did then and ſtill doth believe would amount to a conſiderable Sum of Mony, if the true and real value might be taken of the Premiſſes ſold, by perſons that would take a real care and pains therein. And this Defendant doth confeſs that the ſaid *Henry Pollexfen*, who had a Mortgage of the Premiſſes, as aforeſaid, together with this Defendant, by their Deed dated on or about the twenty third day of *December*, one thouſand ſix hundred eighty four, made or mentioned to be made, between the ſaid *Henry Pollexfen* and this Defendant of the firſt part, the ſaid Lord *Jefferies*, by the name of the Right Honourable Sir *George Jefferies*, Knight and Baronet, Lord Chief Juſtice of *England*, and one of his Majeſties moſt Honourable Privy Councel of the ſecond part; and the Reverend *James Jefferies* Doctor of Divinity, one of the Prebends of the Church of *Canterbury*, and *Edward Jennings* of the *Inner Temple*, *London*, Eſq; of the third part, reciting, That the Right Honourable *Henry* Duke of *Norfolk* and others, by their Indenture, bearing date on or about the one and twentieth day of *November*, in the thirteenth year of his late Majeſties Reign, for the Conſideration therein mentioned, did demiſe and grant unto one *John Arthur* and *John Hanſon*, all that the Barony of *Wem*, and all thoſe the Manors and Lordſhips of *Wem* and *Loppington*, and the Advowſon of the Church of *Wem*, and all that Farm called *Trench* Farm in

Tilly,

Tilly, and *Trench* in the Pariſh of *Wem*, then or late in the poſſeſſion of *John Sherrot* or his Aſſigns, with the Appurtenances, To hold from the day next before the day of the date, for one thouſand years, reciting alſo farther, as therein is recited. He the ſaid *Henry Pollexfen* for the Conſideration therein mentioned, did bargain, ſell, aſſign and ſet over by the appointment of the ſaid Sir *George Jefferies*, and this Defendant did grant and confirm to the ſaid *James Jefferies* and *Edward Jennings*, their Executors and Aſſigns, all the aforeſaid Barony, Manors, Meſſuages, Lands and Tenements, Advowſon and Hereditaments, and all and ſingular the Premiſſes, in and by the ſaid recited Deed, to the ſaid *John Arthur* and *John Hanſon* granted with their and every of their Appurtenances, except the Farm called the *Trench* Farm, with all the Lands and Meadows thereunto belonging, late in the Occupation of *William* Viſcount *Stafford* and *John Sherrot*, or one of them, their under-Tenants or Aſſigns; And excepting the Meſſuage and Lands, called *Bakers* Tenement in *Aſhton* and *Tilly*, or one of them, and one Houſe in *Aſhton*, ſometime in the poſſeſſion of *John Bold*, and belonging to *William Woolfe*, deceaſed, and now in the poſſeſſion of *Elizabeth Trevor*, and the Tofts, Ground and Soil, and the Meſſuage thereupon erected, and Garden thereunto belonging, in *Wem*, ſometimes in the Occupation of *William Welſh*, his under-Tenants or Aſſigns,

and lately purchaſed by this Defendant of *Roger Cook* and others: And all the Eſtate and Intereſt of the ſaid *Henry Pollexfen* and this Defendant, in and to the ſame. To have and to hold the ſaid Barony, Meſſuages, Lands, Tenements, Advowſon and Hereditaments, with their and every of their Appurtenances, in and by the ſaid Deed aſſigned and ſet over unto the ſaid *James Jefferies* and *Edward Jennings*, their Executors and Aſſigns, from thenceforth, for all the remainder of the term of one thouſand years yet to come (except before excepted) without impeachment of Waſte, with Covenants againſt Incumbrances; Except one Deed of Aſſignment, made by the ſaid *Henry Pollexfen*, and dated the twentieth day of *December*, one thouſand ſix hundred eighty four, unto this Defendant, his Executors and Aſſigns, and the Lands therein mentioned; as by the ſaid ſeveral Deeds, relation being thereunto had, to which this Defendant for his more certainty in the Premiſſes, doth refer himſelf, when produced may appear. And this Defendant for farther Anſwer ſaith, That he this Defendant did by Indentures of Leaſe and Releaſe, bearing date on or about the two and twentieth day of *December*, one thouſand ſix hundred eighty four, made between this Defendant of the one part, and his Lordſhip the now Complainant, by the name of Sir *George Jefferies* Knight and Baronet, Lord Chief Juſtice of *England*, and one of his Majeſties moſt Honourable Privy Counſel of the other part. This Defendant

ſendant (as he believeth) for the Conſideration of the ſaid Sum of ſeven thouſand ſix hundred pounds; four thouſand five hundred pounds whereof, or thereabouts, was paid to the ſaid *Henry Pollexfen*, or to his uſe, for his Intereſt in the Premiſſes, and that the remainder of the ſaid Sum of ſeven thouſand ſix hundred pounds, this Defendant doth acknowledge he doth believe to be juſtly and truly paid to this Defendant and his Order, by his Lordſhip delivering or cauſing to be delivered ſeveral Bills for the ſame to the ſaid Mr. *Jennings*, to be paid and delivered to this Defendant and to other perſons by this Defendants direction and for his uſe. And in conſideration of a farther Sum, ſecured by the ſaid Statute, to be paid by his Lordſhip, this Defendant doth verily believe that he did grant, bargain, ſell, releaſe and confirm unto his Lordſhip the Complainant and his Heirs, all that the ſaid Barony of *Wem* in the County of *Salop*, and the ſaid Manor or Lordſhip of *Wem* and *Loppington*, with their and every of their Rights, Members and Appurtenances, and the Advowſon and right of Parſonage of the Church of *Wem*, and all Meſſuages and Cottages, Lands, Woods, Under Woods and Trees, Commons, Rents, Royalties, Profits and Perquiſites whatſoever, to the ſaid Barony, Manors, Lordſhips, Advowſon and Premiſſes thereto belonging or in any wiſe appertaining, that were heretofore Purchaſed by this Defendant

from *Henry Howard* of *Norfolk*, Esq; Sir *Henry Playters*, Sir *Willian Turner*, *Arthur Onslow* and *John Tasburg* (except as therein is excepted) And all Deeds, Court Rolls, Transcripts and Miniments whatsoever, concerning the Premisses only, or part thereof, that then were in this Defendants possession and custody, and true Copies of all other Writings that concern the Premisses, with other things, To have and to hold the Premisses (except before excepted) unto his Lordship the said Complainant, his Heirs and Assigns for ever, with Covenants against all Incumbrances done by this Defendant, or any claiming under him; Except the Estates granted by Copy of Court Roll, and the Assignment of a Lease heretofore made by *Henry*, late Duke of *Norfolk* and others, to *John Arthur* and *John Hanson*, dated on or about the one and twentieth day of *November*, in the thirteenth year of the Reign of King *Charles* the second, and the Assignment made by the said *Henry Pollexfen* of *Trench* Farm, and other Lands therein mentioned, as aforesaid, being no part of the Plaintiffs Purchase, as by the said Deeds, and other the Conveyances before mentioned, to which for more certainty in all the particulars, for the reasons aforesaid, this Defendant doth pray liberty to refer himself, may more at large, when produced, appear. And this Defendant doth also believe, That by one other Indenture, dated on or about the same three and twen-

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tieth day of *December*, one thousand six hundred eighty four, made or mentioned to be made between his Lordship the Complainant, by the Title and Name of the Right Honourable Sir *George Jefferies* Knight and Baronet, Lord Chief Justice of *England*, and one of his Majesties most Honourable Privy Council of the one part, and this Defendant of the other part, reciting, That this Defendant had sold, and by the said Conveyances had conveyed unto his Lordship the Complainant and his Heirs, the said Barony, Manors, Advowson and Premisses (except as therein is excepted) and that his Lordship the Complainant had paid and satisfied to this Defendant or his order, the Sum of seven thousand six hundred pounds, towards the Purchase thereof, the receit whereof in manner as is before expressed, this Defendant doth acknowledge. And whereas by reason his Lordship the Complainant and this Defendant being at the same time remote from the said Barony, could not satisfie each other, in the true and real values of the quantities of the Lands and Rents purchased, but had agreed that one thousand pounds, parcel of the said seven thousand six hundred pounds should be the price of the said Advowson, and that six thousand six hundred pounds, residue of the Mony paid, should go towards payment of the rest of the said Purchase, and that twenty years value should be the rate and price as well of the Free Rents, as the

the Rents of the Copy-holders of the ſaid Manors, or either of them, as they ſhould be aſcertained by the perſons to that purpoſe named. And that the rate and price that ſhould be paid for the ſaid Barony and Manors, and the caſual Fines, profits of Courts, and all other Profits, Benefits and Priviledges by the ſaid Deeds Conveyed (except for the Timber Trees, in *Cotton-wood*, and for the Cottages and Lands not Copy-hold, but in the Poſſeſſion of this Defendant and his under Tenants for years or at will) ſhould be three years value of the Copy-hold Lands, parcel of the ſaid Manors, or either of them, by the ſaid Deed granted, as they were worh in poſſeſſion, as the ſame ſhould be aſcertained by the perſons therein named, and that the rate and price that ſhould be paid for the ſaid Timber Trees in *Cotton-wood*, and the Cottages and Lands not being Copy-hold, but in poſſeſſion of this Defendant, or his under Tenants, for years or at will by the ſaid Deed granted, ſhould be ſo much as ſhould be by the ſaid perſons for that purpoſe named, ſet down and appointed to be paid; Reciting alſo, That his Lordſhip the Complainant had named *Edward Kynaſton* of *Oately* in the County of *Salop*, Eſq; for him, and this Defendant named *William Adams* of *Longton*, Eſq; for him, to joyn with the ſaid *Edward Kinaſton*, on their viewing, ſurveying and informing themſelves of and in the Premiſſes, to compute and aſcertain what the ſaid yearly

yearly chief or Free Rents, and the Copy-hold Rents were yearly, and what Sum of Mony they amounted unto, at the rate of twenty years Purchase, and what the true and real annual value of the said Copy-holds were in possession, and what they amounted unto at three years value computed, and what the said Timber Trees in *Cotton-wood*, and the said Cottages and Lands not being Copy-hold, but in possession of this Defendant or his under Tenants for years or at will, were really worth, and to be set down in writing, under their Hands and Seals, such their rates, prises, valuations, and the Sums of Mony to which they should amount, and deliver to every of the Parties to the said Indenture, or his or their Order, one of the said Writings so sealed and subscribed; And also reciting, That his Lordship had entred into a Statute to him this Defendant in the penal Sum of three thousand pounds. It was also by the said Indenture declared, That the said Statute was given upon condition, That if the said *Edward Kynaston* and *William Adams* should by such Writing under their Hands and Seals, value, set and appoint the Sum of Mony to be paid to his Lordship, his Executors or Administrators, to be above the Sum of six thousand six hundred pounds, and his Lordship the Complainant, his Executors or Administrators should pay the same to this Defendant his Executors or Administrators in the *Inner Temple Hall*, *London*,

within a Month after ſuch Writing, ſo ſealed, and ſubſcribed, to him or his order delivered, or if by ſuch their writing ſigned and ſealed the valuation and Sum to be paid ſhould be thereby computed to be leſs than 6600 *l.* then the ſaid Statute and Recognizance to be void and of none effect. And this Defendant doth believe, That he did Covenant, That if by ſuch Writing, ſo ſigned and ſealed, the valuation Sum to be paid ſhould be thereby computed to be leſs than ſix thouſand ſixhundred pounds, that then he this Defendant would within a Month after ſuch Writing ſealed and delivered to him, pay to his Lordſhip ſo much Mony as the valuation or computation ſhould fall ſhort of the ſaid Sum of ſix thouſand ſix hundred pounds. And this Defendant farther ſaith, That his Lordſhip the ſaid Complainant in and by the ſaid Deed did (as this Defendant believeth) farther Covenant, Grant and Agree to and with this Defendant, That his Lordſhip the ſaid Complainant his Heirs and Aſſigns, and all and every perſon for him intruſted, ſhould and would permit and ſuffer this Defendant, his Executors and Adminiſtrators, to have, take and receive to his own uſe, benefit and behoof, all Fines and Sums of Mony that by reaſon of the death of any the Copy-hold Tenants of the ſaid Manors, which before the day of the date of the ſaid laſt recited Indenture, have been ſurrendred, into the Lords hands, and the Fines thereof not yet ſet, but upon or before or after the admittance of the Heir and Alienee, ſhall

ſhall be ſet and become payable, and in default of payment to ſue or proſecute, or make entries for Forfeitures, for or in the name and right of his Lordſhip the ſaid Complainant or his Truſtees, for the recovery thereof, but at his own coſts and charges, provided that this Defendant ſhould and did at all times ſave harmleſs and indemnified his ſaid Lordſhip the Complainant and his Truſtees, his and their Heirs, Executors and Adminiſtrators, from all coſts and charges that ſhall happen, for or by reaſon of any ſuch Suit or proſecution in Law or Equity, in or about the ſame, which he this Defendant for himſelf, his Executors and Adminiſtrators did Covenant accordingly to do, as by the ſaid laſt recited Indenture, to which, for more certainty in all the Particulars, for the reaſons aforeſaid, this Defendant refereth himſelf, more at large, when produced, may appear. And this Defendant farther ſaith, That he doth believe the ſaid *Edward Kynaſton* and *William Adams* were informed of the contents of the laſt recited Indenture, and of the Reference thereby to them made and directed, for the valuation of the Premiſſes. And this Defendant doth believe the ſaid Mr. *Kynaſton* and Mr. *Adams*, at the Summer Aſſizes for *Salop* in *Auguſt* laſt, did appoint to meet for that purpoſe, on or about the firſt day of *September* laſt, to conſider of the Premiſſes to them referred, and believes they did meet accordingly, but this Defendant doth not believe

believe that the ſaaid Mr. *Kynaſton* and Mr. *Adams* did according to the power to them given, or according to the direction or intention of the ſaid Deed, at the requeſt of his Lordſhip the Complainant, or of this Defendant, view, ſurvey and inform themſelves of the true and real values of the ſaid Copy-hold Lands and Premiſſes in either of the ſaid Manors, or in ſuch manner as by the ſaid Deed was directed, neither did they, to this Defendants knowledge or belief, view or ſurvey any more of the Copy-hold Lands of either of the ſaid Manors, or any other Lands, part of the ſaid Manors, or either of them, except the Lands belonging to one Copy-hold lying in *Horton*, then in the poſſeſſion of the Widow *Tyler*, or her Aſſigns, or inform themſelves otherwiſe, than by ſome Copy of a pretended ancient Survey, produced as this Defendant believes and was informed by the ſaid *George Chambers*, although this Defendant had produced and ſhewed to the ſaid Mr. *Kynaſton* and Mr. *Adams*, or one of them, a ſuppoſed Copy of an ancient Survey, wherein there were ſeveral Lands and Tenements, part of the ſaid Manors omitted, and alſo a particular of part of the ſaid Manors, upon which this Defendant did purchaſe the ſaid Manors and Lands, in which particular alſo, there were ſeveral Lands and Tenements omitted, as this Defendant afterwards did find, and as this Defendant did hear that they the ſaid Referrees intended to have taken a view of moſt

moſt or all of the ſaid Copy-hold Lands and Tenements, and other the Lands and Tenements ſold by this Defendant, as aforeſaid, before the ſaid firſt day of *September*, but were hindred or diverted ſome time before, by ſome publick, as well as their own private concerns, the ſaid Mr. *Kynaſton*, he being choſen by the County of *Salop* Knight of the Shire to ſerve for the ſaid County in Parliament; and this Defendant believeth the ſaid Mr. *Kynaſton* did accordingly attend that Service in Parliament until the month of *July* following, when the ſame was prorogued or adjourned. And the ſaid Mr. *Adams* having not only ſome buſineſs of his own private concerns, but alſo ſome dependency or imployment, by the Right Honourable the Lord *Cholmondeley*, in the County of *Cheſter*, in or about his Eſtate, ſo that they the ſaid Referrees did not, as this Defendant remembers, meet to act any thing in the ſaid Reference to them made, until about the firſt day of *September* laſt. And this Defendant believeth, That the ſaid Mr. *Adams* was prevailed with to come to *Wem* and other places, three or four ſeveral times, upon conſultation with the ſaid Mr. *Kynaſton*, but could not or did not ſtay ſo long as to make any view or ſurvey of the Premiſſes to them referred, or take or make a true value thereof, as this Defendant hopeth to prove, becauſe that he the ſaid Mr. *Adams* (as this Defendant was informed) did expect the Lord *Cholmondeley* his

his coming from *London* to his House in *Cheshire*, so that the said Mr. *Adams* could not, as he then alledged to this Defendant, be well absent (until his Lordships return home) from attending his Lordship and his Affairs, and therefore (as the said Mr. *Adams* did inform this Defendant) that Mr. *Kynaston* proposed to put a general value of eleven shillings the Acre upon the Copy-hold Lands, which this Defendant conceived to be a very unequal way, and therefore he this Defendant did earnestly desire the said Mr. *Kynaston* and Mr. *Adams* to make a personal view of all the said Copy-hold Lands, and other Lands and Tenements within the said Manors, which this Defendant had sold to the Complainant as aforesaid, as was directed and intended by the said Deed, and that the true values of all the said Lands would be much better and more certainly known thereby, than a common estimate of eleven shillings an Acre, as this Defendant believed; and because a great part of the said Lands did lye near or surround the said Market Town of *Wem*, from whence the Tenants might have several Materials for the improvement of the said Lands, which this Defendant did the rather because the said Mr. *Adams* in the presence of Mr. *Kynaston* did make a particular view or estimate of the said Widow *Tylers* Living, and thereupon valued some part thereof, as this Defendant remembreth, at or about twenty shillings an Acre, which

which was near her House and easily improved, and that whole Living would have amounted, as this Defendant verily believes, unto thirty pounds *per annum*, and above, and was so rated in the particulars sent to this Defendant at the time of his purchasing the said Mannors. And the said Widow *Tylers* Living being valued but at eleven shillings the Acre, one with the other, the highest rate of the said Living (as this Defendant believed) did not amount to above four and twenty pounds *per annum*, whereby it did plainly appear that the yearly value of the said Living did fall short of the common reputed value a full fifth part, by that rate of eleven shillings the Acre, and so this Defendant did thereby suppose and was well assured that most or all of the said Copy-hold Lands would by such general rate fall short a fifth part or thereabouts of the true and real value thereof, the said Copy-hold Lands being generally as good and valuable as the said Widow *Tylers* (as this Defendant believeth) with which this Defendant acquainted the said Mr. *Adams*, and desired that he would use his Reasons and Arguments with the said Mr. *Kynaston*, to make a view and receive a more certain information of the true value of the said Copy-hold Lands, and other the Lands and Tenements sold by this Defendant, as aforesaid, which discourse this Defendant did believe that the said Mr. *Adams* would have made known to the said Mr. *Kynaston*, but for the Reasons

ſons aforeſaid, and his daily expecting the return of the ſaid Lord *Cholmondely*, he ſaid he could not appoint any certain time when to attend the ſaid Mr. *Kynaſton*, upon the buſineſs aforeſaid, but the ſaid Mr. *Jennings* coming to *Wem*, on or about the eighth day of *October* laſt, where this Defendant accidentally met him, at which time the ſaid Mr. *Jennings* did preſs for an end of the ſaid view and ſurvey of the Lands and Premiſſes before mentioned, to whom this Defendant replyed, that the perſons to whoſe care the ſame was committed, were perſons of Quality, and had buſineſs of their own, as before is mentioned, and therefore this Defendant conceived, it was not convenient they ſhould be forced or preſſed farther than their own Buſineſs or Occaſions would permit, and that the ſaid Mr. *Adams*, this Defendants Referree, had very lately before declared, That he was very uncertain of his return out of *Cheſhire* to attend that buſineſs, becauſe he did expect his Lordſhip from *London*, as aforeſaid; but the ſaid Mr. *Edward Jennings* did anſwer, That he would procure the ſaid Mr. *Adams* to meet at *Elſemeere* upon the *Monday* morning following, which was three days after; And this Defendant was credibly informed, that the ſaid Mr. *Edward Jennings* was upon the ninth or tenth day of *October* in the morning at the Lord *Cholmondely's* Houſe in *Cheſhire*, and did ſo prevail with the ſaid Mr. *Adams* as to meet at *Elſemeere* aforeſaid,

aforesaid, being the *Monday* Morning following, being the twelfth day of the said Month of *October* last, at which time there was produced a Rent Roll or particular of the Rents and Values, as well of the Free Tenants, as of the Copy-hold Rents, increased Rents, as of the Cottages and Lands in this Defendants or his under Tenants possession, which this Defendant conceived to be about the real value thereof, and doth yet believe the same so to be, which Rent Roll or particular this Defendant had about four or five Months before that time, as he remembers, sent to the said Mr. *Kynaston*, to the end the true values thereof might be inquired after and better known, but upon the reading and examination thereof by the said Referrees and the said Mr. *Jennings*, whereby it appeared that some part of the Lands in this Defendants under Tenants possession, although they were not therein valued at more than this Defendant was informed they were really worth, yet they being set down something more than the said Tenants did at that time pay, the said *Edward Jennings* took occasion thereby to give this Defendant very bad Language, and although the said Referrees had not to this Defendants knowledge made any view or survey of the Premisses, as was by the said Deed directed, yet by the contrivance of the said Mr. *Jennings*, as this Defendant for the reasons aboveſaid doth believe, and doubteth not to prove, if required,

quired, That he the said *Edward Jennings* did draw up a Writing on or near the thirteenth day of *October*, purporting an Award or Estimate of the Premisses, and wherein it is alledged, That they the said Referrees having viewed, surveyed and informed themselves of and in the Premisses, did compute and ascertain the said yearly Rents, and other Rents and Values of the Lands in possession of this Defendant or his under Tenants, and all other particulars to them referred, as if there had been a real view and survey thereof, which Writing was altogether unknown to this Defendant, until this Defendant came into the Room where the said Referrees were about Signing and Sealing of the said Paper, purporting the Particulars aforesaid, as this Defendant was afterwards informed; at which time this Defendant desiring to speak with his Referree, Mr. *Adams*, and enquiring of him of what they were going to Seal, the said Mr. *Adams* gave this Defendant little or no answer satisfactory to his demands, this Defendant then supposing it was something that would be to this Defendants great damage, desired and forbid the said Mr. *Adams* to Sign or Seal any such Writing, especially when the said Mr. *Kynaston* and the said Mr. *Adams*, as this Defendant believes had taken no personal view or survey of the said Manors and Premisses, except the Widow *Tylers* Living, as aforesaid, and therefore they could not make any

any certain Award thereof, as this Defendant believed, and the said Mr. *Kynaston* hearing or taking notice, as this Defendant supposed, of his discourse with the said Mr. *Adams*, they the said Referrees did both of them often declare, That notwithstanding any thing writ or by them sealed, it should not be to the damage of this Defendant, or words to that effect; Neither should the said Paper or Award, as the said Mr. *Kynaston* then said and declared, be delivered to any person whatsoever, until the Particulars were farther examined and rectified, as they should then after at any time, by any view or survey be better informed, or by any other satisfaction that this Defendant should at any time then after produce or make appear, or words to that effect. But this Defendant upon his return to his own House, being much dissatisfied by the said Proceedings of the said Referrees, did about a week following, desire the said Mr. *Adams* to meet this Defendant, and to give him some more certain Account of the said Mr. *Kynaston* and his actings with the said Mr. *Adams*; And this Defendant did meet at *Whitchurch* on or about the twenty third day of *October* last, where the said Mr. *Adams* did acquaint this Defendant with the Writings Sealed and Subscribed by the said Mr. *Kynaston* and the said Mr. *Adams*, wherein they had computed the several Sums of the several Heads and Particulars to them Referred, but said, they were far-

ther to be enquired after, as they ſhould either upon their own view, ſurvey, or better information of this Defendant, or otherwiſe to be made known unto them, be better informed, or words to that effect; and to that purpoſe the Defendant believes it is under their or one of their Hands. And this Defendant farther ſaith, That he heard that the ſaid Mr. *Kynaſton* did ſoon after go to *London* to attend the ſervice in Parliament, as aforeſaid, and this Defendant came then ſoon after, *viz.* about the fifth of *November* to *London*, about his own concerns, where he hath continued for the moſt part ever ſince, except ſome time ſpent in fetching up the Writings hereafter mentioned, ſo that this Defendant could not have any opportunity to attend the ſaid Referrees, to deſire their perſonal view and ſurvey of the Premiſſes, neither doth this Defendant believe that the ſaid Mr. *Kynaſton* and Mr. *Adams* according to the power and directions to them given, at the requeſt of his Lordſhip the Complainant, and of this Defendant or otherwiſe, did ever view or ſurvey the Premiſſes, as this Defendant believeth, otherwiſe than as aforeſaid, notwithſtanding what is alledged to be done by them in the Writing dated on or about the 28th day of *January* laſt paſt, whereby the ſaid Mr. *Kynaſton* and Mr. *Adams*, as is ſaid therein, do certifie, That they having viewed, ſurveyed and informed themſelves of and in the Premiſſes, had computed the yearly

yearly Rents, as well the Free Rents, as the Copy-hold Rents, Burrough-hold Rents, Burrough-hold Herriots, and increased Rents, to amount to eighty one pounds four shillings and eight pence half penny *per annum*, which at twenty years Purchase did come to one thousand six hundred twenty four pounds fourteen shillings and two pence, and the yearly value of the Demesne and Cottage Rents, to thirty two pounds two shillings *per annum*, for which his Lordship the Complainant was to pay to this Defendant twelve years Purchase, which came to three hundred eighty five pounds four shillings; and they did compute the yearly value of the Copy-holds in the Manor of *Wem*, to one thousand three hundred twenty two pounds four shillings, at three years Purchase; and for the casual Fines, Herriots and other Profits, to three thousand nine hundred sixty six pounds twelve shillings; and the yearly value of the Copy-holds within the Manor of *Loppington*, to one hundred sixty three pounds thirteen shillings and four pence, at the rate of three years Purchase; for the Fines, Herriots and other Profits, did amount to four hundred ninety one pound; and that they did value the Timber in *Cotton-wood* to one hundred seventy five pounds, and the *Turbary* in *Wem Moss* to twenty shillings *per annum*, at twelve years Purchase was twelve pounds. All which Sums, as they say, come to six thousand six hundred fifty four pounds ten

ther to be enquired after, as they ſhould either upon their own view, ſurvey, or better information of this Defendant, or otherwiſe to be made known unto them, be better informed, or words to that effect; and to that purpoſe the Defendant believes it is under their or one of their Hands. And this Defendant farther ſaith, That he heard that the ſaid Mr. *Kynaſton* did ſoon after go to *London* to attend the ſervice in Parliament, as aforeſaid, and this Defendant came then ſoon after, *viz.* about the fifth of *November* to *London*, about his own concerns, where he hath continued for the moſt part ever ſince, except ſome time ſpent in fetching up the Writings hereafter mentioned, ſo that this Defendant could not have any opportunity to attend the ſaid Referrees, to deſire their perſonal view and ſurvey of the Premiſſes, neither doth this Defendant believe that the ſaid Mr. *Kynaſton* and Mr. *Adams* according to the power and directions to them given, at the requeſt of his Lordſhip the Complainant, and of this Defendant or otherwiſe, did ever view or ſurvey the Premiſſes, as this Defendant believeth, otherwiſe than as aforeſaid, notwithſtanding what is alledged to be done by them in the Writing dated on or about the 28th day of *January* laſt paſt, whereby the ſaid Mr. *Kynaſton* and Mr. *Adams*, as is ſaid therein, do certifie, That they having viewed, ſurveyed and informed themſelves of and in the Premiſſes, had computed the yearly

yearly Rents, as well the Free Rents, as the Copy-hold Rents, Burrough-hold Rents, Burrough-hold Herriots, and increased Rents, to amount to eighty one pounds four shillings and eight pence half penny *per annum*, which at twenty years Purchase did come to one thousand six hundred twenty four pounds fourteen shillings and two pence, and the yearly value of the Demesne and Cottage Rents, to thirty two pounds two shillings *per annum*, for which his Lordship the Complainant was to pay to this Defendant twelve years Purchase, which came to three hundred eighty five pounds four shillings; and they did compute the yearly value of the Copy-holds in the Manor of *Wem*, to one thousand three hundred twenty two pounds four shillings, at three years Purchase; and for the casual Fines, Herriots and other Profits, to three thousand nine hundred sixty six pounds twelve shillings; and the yearly value of the Copy-holds within the Manor of *Loppington*, to one hundred sixty three pounds thirteen shillings and four pence, at the rate of three years Purchase; for the Fines, Herriots and other Profits, did amount to four hundred ninety one pound; and that they did value the Timber in *Cotton-wood* to one hundred seventy five pounds, and the *Turbary* in *Wem Moss* to twenty shillings *per annum*, at twelve years Purchase was twelve pounds. All which Sums, as they say, come to six thousand six hundred fifty four pounds ten

ſhillings and two pence, which was fifty four pounds ten ſhillings and two pence more than had been paid by his Lordſhip the Complainant to this Defendant. And the ſaid Mr. *Kynaſton* and Mr. *Adams* did order and appoint his Lordſhip the Complainant to pay to this Defendant, the ſaid fifty four pounds ten ſhillings and two Pence, according to the Contents of the ſaid Indenture of Agreement of the twenty third day of *December*, one thouſand ſix hundred eighty four, to which Award and laſt mentioned Deed this Defendant for more certainty doth refer himſelf: And this Defendant farther ſaith and acknowlegdeth, That there was a Parchment Writing, ſubſcribed with the Names of *Edward Kynaſton* and *William Adams*, ſaid to be an Award Publiſhed and Sealed by them, brought to this Defendants Lodgings, on or about the eighth day of *February* laſt, by one Mr. *Leaveing*, as this Defendant underſtood his name to be, in a Paper ſubſcribed for *Daniel Witherly*, Eſq; but the Seal thereof was broke open before it was delivered or left for this Defendant, which when this Defendant ſaw it was broke open, this Defendant did refuſe to receive it from the ſaid Mr. *Leaveing*, who did notwithſtanding leave the ſame in this Defendants Chamber, he this Defendant being then going abroad about his occaſions; which Writing this Defendant did not read till about a Week following: And this Defendant doth acknowledge and believe,

believe, That on or about the tenth day of *February* last, his Lordship the Complainant did, as this Defendant believeth, cause one Mr. *Bloodworth* as he said his Name was, and one Mr. *Harris*, to tender to this Defendant the said Sum of fifty four pounds ten shillings and two pence, although this Defendant did not tell the same, who did also demand of this Defendant the said Statute of three thousand pounds, which this Defendant did then refuse, saying, That he would wait upon his Lordship the Complainant himself, and give his Reasons why he did not receive the said fifty four pounds ten shillings and two pence that was so tendred, nor deliver up the said Statute that was so demanded, and upon or about the eleventh day of *February* last, being *Thursday* morning, this Defendant did accordingly wait upon his Lordship at his House, and did desire his Lordship then to receive the Reasons why he did refuse the Mony tendred, and delivering up the said Statute. But his Lordship the Complainant then told this Defendant that he should give his Reasons in *Chancery*, for he would not hear the same, or to that effect, which as this Defendant supposeth is the cause of this Suit, and which this Defendant humbly conceives might have been prevented if his Lordship had been pleased to have heard this Defendant speak as aforesaid; but this Defendant doth not pretend his Lordship the Complainant did not cause

the Mony to be tendred, for this Defendant hath acknowledged the tender thereof, as aforesaid, but this Defendant hath great reason to believe, that the said Arbitrators did proceed to make their Award contrary to the directions and intentions of the said Deed, and have, as this Defendant humbly conceiveth and doubteth not to prove, if required, much undervalued the Premisses, and hopeth he shall not be concluded by their said Award, because the said Arbitrators did not, as he hopeth will appear, neither view nor survey the Premisses, as they were directed and desired by the said last recited Deed, of the three and twentieth day of *December*, one thousand six hundred eighty four; so that they could not, as this Defendant is advised, duly proceed in the making of their Award. And the said *William Adams* was desired and directed to proceed according to the said Deed. And this Defendant doth deny that he ever threatned to set on foot any Incumbrances, or that the Premisses are chargeable with any Incumbrances as he knows of, other than such Incumbrances as he did at first make known to his Lordship or his Agent Mr. *Jennings*, and gave Mony to an Attorny named or approved of by the said *Edward Jennings* for the discharge thereof; and this Defendant was informed and hopeth that they were accordingly discharged. And this Defendant farther saith, That he was so far from detaining or concealing the Deeds,

Deeds, Court Rolls and Evidences touching the Premisses, that rather than he would discontent his Lordship the Complainant, he this Defendant took a Journey on purpose from *London* into *Shropshire*, on or about the tenth of *December* last, which was an unseasonable time for him this Defendant to fetch up the said Court-Rolls, Court Books, and Evidences that were in his custody, and brought them to his Lordship the Complainants own House, and delivered them to one Mr. *Hitch*, by his Lordships order, although this Defendant had occasion to make use of many of the said Court-Rolls, Court Books and Writings for recovery of such Sums of Mony, as were agreed to be paid to this Defendant as aforesaid, but his Lordship did then order the said Mr. *Hitch* to take a Catalogue, and to deliver a true Copy of the said Catalogue unto this Defendant, which this Defendant hath several times desired and demanded from the said Mr. *Hitch*, but he the said Mr. *Hitch* hath told this Defendant that the said *Edward Jennings* hath got the said Catalogue into his custody, so that this Defendant without the particular order of his Lordship the Complainant, doth not expect the same from him, by whom he hath been so hardly dealt with; for when the said last mentioned Indenture of Agreement was perusing by the said Mr. *Pollexfen*, he this Defendant did acquaint the said Mr. *Pollexfen*, That among the Exceptions to be made on be-

half of this Defendant, he did insist upon two several Fines, which this Defendant supposed to be due to him, one whereof was the Fine of *Robert Wilkinson* for the Copy-hold Lands he had bought of one Mr. *Astley*, and were to be surrendred by the said Mr. *Astley* to the said *Wilkinson*, for which purpose the said Mr. *Astley*, as this Defendant was told by him, had almost two years after sealed a Letter of Attorny to two Copy-Holders to surrender the same, according to the custom of the Manor, as hath been alledged by the Tenants, and for want of execution thereof, this Defendants Steward had caused the said *Wilkinson* to be proclaimed three Court days to take his Admittance to the said Copy-hold Lands and Tenements, and the said *Wilkinson* not appearing to be admitted, this Defendants said Steward had caused a Seizure to be made of the Premisses, and a Declaration in Ejectment was delivered to the said *Wilkinson*, as this Defendant was informed, to evict him the said *Wilkinson*, before the Sale of the said Manor to his Lordship the Complainant, and also the Copy-hold Messuage and Lands of *Robert Gough*, that was agreed for long before the Sale of the said Manor, to be Surrendred by one Mr. *Short* and Mr. *Shenton*, both which Fines this Defendant would have inserted into the said Deed of Agrement, but the said Mr. *Jennings* then told this Defendant, That his Lordship the Complainant was a very Noble Worthy Person,

and

and adviſed this Defendant to refer the ſame to his Lordſhip, who, as he ſaid, would not deny this Defendant the ſame, or Words to that effect, therefore deſired the ſaid Agreement might not be clogged therewith, ſo ſaid the ſaid Mr. *Pollexfen*, or to that effect. And thereupon this Defendant having had ſome Experience of his Lordſhips the Complainants fair and honourable dealings, he this Defendant was willing, and did thereupon leave it out of the Agreement aforeſaid, depending upon the Honour of his Lordſhip the Complainant, whom alſo this Defendant did ſoon after acquaint with the ſaid particular Fines, to which his Lordſhip did very worthily reply and declare, That as to thoſe Fines or any thing elſe, though not inſerted in that Agreement, which Mr. *Pollexfen* ſhould think reaſonable, his Lordſhip would freely conſent unto, but the ſaid Fines were both ſince received by the ſaid *Edward Jennings*, or his order or privity, as this Defendant hath been credibly informed. And whereas the ſaid Defendant by this Agreement, as he ſuppoſeth, is, among other things to receive all the Fines as are due from any perſons for their Copy-hold Lands and Tenements by the death of their Anceſtors, or Surrender before the ſale of the ſaid Manor, although they were not admitted to the ſaid Copy-hold Land, nor their Fines ſet, there having been many Tenants that delayed their Admittances ſo long as they could, becauſe of

of the Suits they had with this Defendant, yet the ſaid Mr. *Jennings* hath cauſed ſome of the ſaid Fines to be received alſo, as this Defendant hath been credibly informed, particularly *John Calcot* of *Cotton*, his Fine, whoſe Father dyed long before this Defendants Sale of the ſaid Mannor, and although this Defendant, at the ſaid Mr. *Jennings* his being at *Wem* in *October* laſt, when he was diſcourſing with the ſaid *Calcot*, as this Defendant ſuppoſed, about the ſaid Fine, he this Defendant did demand the ſame, but the ſaid Mr. *Jennings* refuſed to permit this Defendant to receive it, and, as this Defendant hath been informed, the ſaid Mr. *Jennings* hath declared, That his Lordſhip will not have his Tenants ſued by this Defendant, for any Fines or Mony due to this Defendant, although it be within the ſaid Agreement of the three and twentieth day of *December*, one thouſand ſix hundred eighty four. All which actings of the ſaid Mr. *Jennings* this Defendant believes, are without the knowledge and againſt the will of his Lordſhip the Complainant, whom this Defendant doth verily believe to have ſuch Principles of Honour and Juſtice that he will not deny or deprive this Defendant of his juſt right, according to his Lordſhips Agreement. And therefore this Defendant doth deſire to make known to his Lordſhip the Complainant, wherein he this Defendant humbly conceives he is wronged, becauſe that in the Award before mentioned

ned to be made and publiſhed by Mr. *Kynaſton* and Mr. *Adams*, they have among other things, omitted and not valued, as this Defendant doubteth not to prove, if required, many Lands called the demeſne Lands, or Lands and Cottages in this Defendant, or his Under-Tenants Poſſeſſion, as herein after is mentioned. And the ſaid Referrees have valued other demeſne Lands and ſome Cottages at thirty two pounds nine ſhillings *per annum*, for which they count but twelve years purchaſe, whereas this Defendant paid eighteen years purchaſe, as he believeth, for all Lands in poſſeſſion, and believes them worth ſo much, ſo there is a third part taken off in that particular, which is one hundred ninety two pounds ten ſhillings, and they have totally omitted the *Caſtle Hill* and little Alleys, valued in the Particular, by which this Defendant did purchaſe the ſaid Manor of *Wem*, at the yearly Rent of fifty ſhillings; *John Gads* Houſe let for many years paſt at thirty ſhillings *per annum*, and other Lands, Tofts and Tenements in *Wem*, worth *per annum*, four pounds fourteen ſhillings more, as this Defendant hath been informed, wholly omitted. In the Townſhip of *Newtown*, ſeveral incloſures and incroachments, worth *per annum*, one pound. In the Townſhip of *North Wood*, Lands worth eleven pounds fifteen ſhillings, *per annum*. In the Townſhip of *Edſtaſton*, one pound ſeventeen ſhillings and four pence. In the Townſhip of *Cotton* four pounds eleven ſhillings and two pence.

pence. In the Townſhip of *Steel*, ſeven ſhillings and four pence. In the Townſhip of *Aſhton*, ten ſhillings. In the Townſhip of *Tilly*, twenty ſhillings. In the Townſhip of *Loppington*, three pounds one ſhilling and ſix pence. All which do amount, as near as this Defendant can compute the ſame, unto thirty two pounds ſeventeen ſhillings, which at eighteen years purchaſe comes to about five hundred ninety one pound ſix ſhillings. And this Defendant believeth the ſaid Referrees have omitted to value ſeveral Copy-holds in the Townſhip of *Wem*, in the occupation of *John Whitfield*, *Thomas Jeb*, *John Baily*, *Joan Bringes*, *Edward Jones*, and other Copy-holders within the ſaid Manor of *Wem*, becauſe this Defendant hath valued the improved Rents of all the ſaid Copy-holds, except the *Burgages*, which this Defendant believeth ought to be taken by Copy and to pay Fines within the ſaid Manor, at one thouſand ſix hundred ſeventy two pounds ten ſhillings *per annum*, which this Defendant believes to be very near or about the worth of them, and doubteth not to prove the ſame if required, becauſe many of the Tenants have paid their Fines, as this Defendant believeth, after the ſame rate as this Defendant hath now valued them, which is three hundred and fifty pounds *per annum*, or thereabouts, more than the Referrees have eſtimated the ſame to be, which at three years value is one thouſand and fifty pounds more than the Referrees computation.

tion. And this Defendant hath been credibly informed, That the Copy-hold Lands and Tenements in *Loppington* are worth two hundred pounds *per annum*, which the Referrees not having made any view or ſurvey thereof, as this Defendant believes do value at one hundred ſixty three pounds ſix ſhillings and four pence *per annum*, which is thirty ſix pounds ſix ſhillings and eight pence *per annum*, ſuppoſed to be leſs than the true value, which at three years purchaſe, comes to one hundred and nine pounds, as this Defendant believeth. And the Timber in *Cotton-wood*, at the time of this Defendants purchaſe, in his Particular was valued at two hundred eighty three pounds ten ſhillings; and this Defendant doth verily believe, That he did not cauſe to be taken away or felled above a ſixth part of the ſaid Timber, which he believeth were not worth the intereſt of the Mony that they were valued in the ſaid Particular; ſo that he may yet hope they are worth upon a moderate and reaſonable rate above two hundred and fifty pounds, which is ſeventy five pounds more than the Referrees did value the ſame; neither have the ſaid Referrees put any value upon the Burrough-hold Lands and Tenements within the ſaid Burrough or Town of *Wem*, which, as this Defendant hath been informed, are worth two hundred pounds *per annum*, or thereabouts, and by the Book of Cuſtoms or Cuſtom Roll, delivered by the Lord *Newport*, as this Defendant hath heard,

heard, to his Lordship the Complainant, a Copy whereof this Defendant had by the Complainants order delivered to him, they are all Fineable Estates, as other Copyholds are, by all which it will appear, as this Defendant believeth, That the said Referrees have for want of their view and survey of the Premisses, made under-values, and omitted many things to be valued, which this Defendant supposeth is so done by the instigation of the said *George Chambers*, or some other person, which this Defendant believeth the rather, because upon examination of the Rent Roll, or old Rents set down, which the Tenants were to pay, if any of the said Tenants seemed to dispute the same, as namely, an old Rent that one *Roger Spendloe* paid, and which had been paid, as this Defendant believeth, as well before this Defendants Purchase as since, for nineteen years and a half, the time this Defendant was Lord of the said Manor, yet the said *Chambers* upon information of the said *Roger Spendloe*'s Son and Heir, made a great scruple, and seemed to refuse to make allowance thereof; the like for a Cottage in one *John Hughs*'s possession, at the yearly Rent of six shillings eight pence, formerly paid for many years, because he did affirm the same to be out of repair, he the said *Chambers* would not permit the same Cottage to be valued: And the *Turbary* of *Wem Moss*, which this Defendant hath seen in a Rent Roll, as he remembreth, dated about a hundred years

years since, at twenty shillings *per annum*, and was let by the Defendant at thirty shillings *per annum*, is valued by the Referrees but at twenty shillings *per annum*, and but twelve years Purchase. And the *Moss in Cotton Wood* worth twenty shillings *per annum*, as this Defendant conceiveth, not valued at all. All which this Defendant doth humbly desire may be enquired after, and doubteth not but his Lordship the Complainant, by a real view, survey and inspection of the Premisses, will be pleased to consider that this Defendant hath some reason to complain. And this Defendant doth well hope it will be made so plain, as his Lordship will not be displeased therewith. And this Defendant farther saith, That he having by this his Answer now made known to his Lordship this Defendants Aggreevances, he this Defendant is willing to refer the whole matter to his Lordship the Complainants own consideration and determination, and shall deliver up the said Statute to his Lordship when he shall think fit to demand the same, his Lordship giving this Defendant time and liberty to fetch it. And this Defendant will rely upon his Lordships Honourable dealing with him this Defendant, not doubting but his Lordship the Complainant will think of some course to be taken in the particulars, for the better satisfaction of this Defendant, whereby this Defendant may be incouraged to be useful in the Premisses for his Lordships advantage.

tage. And this Defendant traverseth, without that, that any other matter or thing in the Complainants said Bill of Complaint contained, any way material or effectual in the Law for him this Defendant to make Answer unto, and not herein and hereby well and sufficiently Answered unto, confessed or avoided, traversed or denied, is true. All which matters and things this Defendant is and shall be ready to aver and prove, as this Honourable Court shall Award. And therefore humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf wrongfully sustained.

The Defendant Pleads several Conveyances, Fines, and a Decree of this Court, in Bar to the Complainants Bill.

THE said Defendant by Protestation, not confessing or acknowledging all or any the matters or things in the Complainants said Bill contained to be true, in such sort, manner and form as the same are therein and thereby set forth and alledged. As to so much of the said Bill as seeks to make subject to the Complainants Judgment in the Bill mentioned, the Manor of *B.* and other the Lands and Premisses mentioned in the said Bill, to be lying within the County of *E.* and other the Manors and Lands named in the

the Decree herein after mentioned; Or that endeavours to make the said Lands and Premisses lyable to the Judgment alledged to be entred into by *T. G.* the Defendants Father in the Bill named, unto *J. G.* in trust for *J. B.* in the Bill named; These Defendants for and by way of Plea say, That *G. H.* Esq; deceased, late Grandfather of this Defendant *H. G.* did by his last Will and Testament in Writing bearing date on or about the seventh day of *March*, 1649. (amongst other things) give and bequeath unto the Defendant *H. G.* five thousaind five hundred pounds, and to *F.* this Defendants Sister five hundred pounds, and unto *G. A.* another of his Grandchildren five thousand five hundred pounds, and to *E. A.* his Sister five hundred pounds; The said Sums to be paid unto this Defendant and the said other Legatees, at the respective Ages of one and twenty years, or days of Marriage, which should first happen, and in the mean time to be imployed by the Executors of the said Will, for the best advantage of the said respective Legatees; and of his said Will made the said *T. G.* and *E.* his then Wife, this Defendants Father and Mother Executors, and shortly after dyed. After whose death, the said Executors proved the said Will, and took upon them the Execution thereof. And the said *T. G.* knowing he was to secure the said Legacies to this Defendant *H. G.* and the other Legatees, and *T. S.* Citizen and Stationer

tage. And this Defendant traverſeth, without that, that any other matter or thing in the Complainants ſaid Bill of Complaint contained, any way material or effectual in the Law for him this Defendant to make Anſwer unto, and not herein and hereby well and ſufficiently Anſwered unto, confeſſed or avoided, traverſed or denied, is true. All which matters and things this Defendant is and ſhall be ready to aver and prove, as this Honourable Court ſhall Award. And therefore humbly prays to be hence diſmiſſed with his reaſonable Coſts and Charges in this behalf wrongfully ſuſtained.

The Defendant Pleads ſeveral Conveyances, Fines, and a Decree of this Court, in Bar to the Complainants Bill.

THE ſaid Defendant by Proteſtation, not confeſſing or acknowledging all or any the matters or things in the Complainants ſaid Bill contained to be true, in ſuch ſort, manner and form as the ſame are therein and thereby ſet forth and alledged. As to ſo much of the ſaid Bill as ſeeks to make ſubject to the Complainants Judgment in the Bill mentioned, the Manor of *B.* and other the Lands and Premiſſes mentioned in the ſaid Bill, to be lying within the County of *E.* and other the Manors and Lands named in the

the Decree herein after mentioned; Or that endeavours to make the said Lands and Premisses lyable to the Judgment alledged to be entred into by *T. G.* the Defendants Father in the Bill named, unto *J. G.* in trust for *J. B.* in the Bill named; These Defendants for and by way of Plea say, That *G. H.* Esq; deceased, late Grandfather of this Defendant *H. G.* did by his last Will and Testament in Writing bearing date on or about the seventh day of *March*, 1649. (amongst other things) give and bequeath unto the Defendant *H. G.* five thousaind five hundred pounds, and to *F.* this Defendants Sister five hundred pounds, and unto *G. A.* another of his Grandchildren five thousand five hundred pounds, and to *E. A.* his Sister five hundred pounds; The said Sums to be paid unto this Defendant and the said other Legatees, at the respective Ages of one and twenty years, or days of Marriage, which should first happen, and in the mean time to be imployed by the Executors of the said Will, for the best advantage of the said respective Legatees; and of his said Will made the said *T. G.* and *E.* his then Wife, this Defendants Father and Mother Executors, and shortly after dyed. After whose death, the said Executors proved the said Will, and took upon them the Execution thereof. And the said *T. G.* knowing he was to secure the said Legacies to this Defendant *H. G.* and the other Legatees, and *T. S.* Citizen and Stationer

of *London*, and *H. K.* of St. *Mary Cray*, in the County of *Kent*, Gentleman, being seised of the Manor of *B.* and divers Lands thereunto belonging, in trust for *T. W.* Esq; and the Lady *A.* his Wife, one of the Daughters of the Right Honourable *Theophilus* late Earl of *Suffolk*, by virtue of an Indenture of Bargain and Sale inrolled in this Honourable Court, and bearing date on or about the 16th day of *July*, in the year of our Lord, 1649. made between the Right Honourable *James* Earl of *Suffolk* of the one part, and the said *Tho. Walsingham* and the Lady *Anne* his Wife, *T. S.* and *H. K.* of the other part, and the said *T. G.* having contracted and agreed with the said *T. Walsingham*, for the purchase of the said Manor of *B.* and Lands thereunto belonging: By Indenture Tripartite, bearing date on or about the tenth day of *March*, 1650. made between the said *T. Walsingham*, the Lady *Anne* his Wife, *T. S.* and *H. K.* of the first part, the said *T. G.* of the second part, and *T. L.* of the *Middle Temple*, *London*, Gent. and *T. S.* the younger, of *W.* in the County of *K.* Gent. of the third part, The said *T. S.* and *H. K.* by the appointment and at the request of the said *T. Walsingham* and *A.* his Wife, did Demise, Grant, Bargain and Sell, unto the said *T. L.* and *T. S.* the younger, their Executors, Administrators and Assigns, the said Manor of *B.* with the Appurtenances, and all their Lands, Tenements and Hereditants whatsoever, in *B.* and all Messuages, Mills,

Mills, Lands, Tenements and Hereditaments whatsoever, Meadows, Pastures, Commons, Wasts, Woods, Under-Woods, Fishings, Warrens, Rents, Services, Reliefs, Herriots, Amerciaments, Court-Leets, Profits of Courts, Waifs, Estrays, Franchises and Priviledges, and Appurtenances whatsoever, to the said Manor belonging or appertaining. To have and to hold to the said *T. L.* and *T. S.* their Executors, Administrators and Assigns, from the date of the said Indenture, for and during and unto the full end and term of 300 years; Under a Proviso to be void if the said *T. G.* his Heirs, Executors, Administrators or Assigns, should pay or cause to be paid unto the said *T. S.* the elder, and *H. R.* or either of them, their Executors, Administrators or Assigns, the Sum of 2026 *l.* 13. *s.* of lawful Mony of *England*, on the 16th day of *May* then next, or to the same effect, as in and by the said Indenture, relation being thereunto had, more at large appeareth. And these Defendants for farther Plea say, That that the said 2026 *l.* 13 *s.* was not paid to the said *T. S.* and *H. K.* according to the said Proviso, whereby the said Estate and Term of 300 years became absolute in the said *T. S.* and *H. K.* and the same by several Conveyances and mesne Assignments is since come unto and vested in *G. C.* of *Cambridge* in the County of C. Gent. in trust for this Defendant *F. C.* and to protect his Purchase of the Premisses herein after mentioned, as in and

by the ſeveral Conveyances and Aſſignments, purporting the ſame effect, relation being thereunto had, more at large appeareth. And by Indenture of Leaſe and Releaſe, bearing date on or about the 12th and 13th days of *March*, in the year of our Lord, 1650. and Fine thereupon levied, They the ſaid *T. Walſingham* and alſo the ſaid *James* Earl of *Suffolk*, *T. S.* and *H. K.* at the requeſt and by the direction of the ſaid *T. Walſingham* and the Lady *Anne* his Wife, did Grant Alien, Releaſe and Confirm unto the ſaid *T. G.* his Heirs and Aſſigns, the ſaid Manor of *B.* with all and ſingular the Appurtenances; And all Meſſuages, Lands, Tenements, Mills, Meadows, Paſtures, and Priviledges whatſoever thereunto belonging. To have and to hold unto the ſaid *T. G.* his Heirs and Aſſigns for ever; or to that effect: As in and by the ſaid Indenture, relation being thereunto had, more at large appeareth. And theſe Defendants for farther Plea ſay, That by Indenture Tripartite, bearing date on or about the 18th day of *November*, in the year of our Lord, 1654. made between the ſaid *T. G.* of the firſt part, *M. H.* Widow of the ſecond part, *O. N.* Eſq; and *W. F.* Gent. of the third part, In Conſideration of a Marriage intended to be had and ſolemnized between the ſaid *T. G.* and *M. H.* and in conſideration of 1000 *l.* part of the Marriage Portion of the ſaid *M.* and for divers other cauſes and conſiderations the ſaid *T. G.* did

did covenant before the end of *Hillary* Term then next, to levy a Fine unto the ſaid *O. N.* and *W. F.* and their Heirs, or the Heirs of one of them, and which was levyed accordingly, of the ſaid Manor of *B.* and Premiſſes, to the uſe of *T. G.* for and during the term of threeſcore years, if he lived ſo long, and after the expiration or other ſooner determination of the ſaid Term, to the uſe of the ſaid *O. N.* and *W. M.* and their Heirs, during the life of the ſaid *T. G.* upon truſt to preſerve contingent Remainders, and from and after his death, then to the only uſe and behoof of the ſaid *M.* and her Aſſigns, for and during the term of her natural Life, for her Joynture, with other Remainders over, as in and by the ſaid Indenture and Fine, relation being thereunto had more at large appeareth. And theſe Defendants for farther Plea ſay, That afterwards in or about *May*, 1666. the ſaid *T. G.* and his ſaid Wife for a valuable Conſideration, by Deed and Fine duly levied and executed, Conveyed the ſaid Manor and Premiſſes to *J. P.* and *G. P.* for the Term of 2000 years, under a Proviſo of being void on payment of 2000 *l.* and Intereſt, as in and by the ſaid Deeds and Fine, relation being thereunto had, more at large appeareth. And the Defendant *H. G.* for farther Plea ſaith, That the ſaid *T. G.* having alſo with part of the Eſtate of the ſaid *G. H.* Purchaſed in the names of Major *J. G.* late of the City of *Weſtminſter*, Eſq; and *J. E.* of *London*,

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don, Grocer, the Manor or Lordship of *Dibden* alias *Dipden* in the County of *S.* with the Appurtenances. And the said *T. G.* being seised of the Manor, or reputed Manor of *Rushton*, *Stockford* and *Bimieger* alias *Benninger* with the Appurtenances, in the County of *Dorset*; and a Messuage or Tenement with several Lands thereunto belonging, in *Bodenham* in the County of *Wilts*, By indenture bearing date on or about the 8th day of *March*, in the year of our Lord, 1654. made between the said Major *J. G.* *J. E.* and *T. G.* of the one part, *R. A.* *T. H.* and *J. W.* of the other part; the said *J. G.* and *J. E.* by the consent and appointment of the said *T. G.* as well for and in performance of a certain Decree made in this Honourable Court, the 10th day of *November*, 1653. in a Cause there then depending between the said *R. A.* and *G. A.* and *E. A.* Children of the said *R. A.* Complainants, and the said *T. G.* Defendant, and for other the Considerations therein mentioned, did Grant, Bargain, Sell, Alien, Enfeoff and Confirm unto the said *R. A.* and *T. H.* their Heirs and Assigns for ever, the said Manor or Lordship of *Dibden* alias *Dipden*, with the Appurtenances, and all and singular Messuages, Mills, Dove-Houses, Orchards, Meadows, Lands, Rents, Reversions, Services, Profits of Courts, Priviledges, Profits, Commodities and Hereditaments whatsoever, to the said Manor belonging, and the Advowson of the Rectory and Church of *D.* to-

together with a Messuage, a hundred Acres of Land, twenty Acres of Meadow, fifty Acres of Pasture, and fifteen Acres of Wood, in *Butshaw* Folly, and *Dipden* or either of them (execept as in the said Deed is excepted) And also all the Manor or reputed Manor of *Rushton*, *Stockford* and *Berniger* alias *Benninger*, with the Appurtenances, with all and singular the Messuages, Lands, Tenements and Hereditaments whatsoever, thereunto belonging; and also the said Messuage and Tenement in *Bodenham*, with all Lands, Meadows, Pastures and Hereditaments thereunto belonging, To have and to hold the said Manors, Messuages Lands and Premisses, unto the said *R. A.* and *T. H.* their Heirs and Assigns, to the only use and behoof of them, their Heirs and Assigns, in Trust for the respective benefit of the said *G. A.* and *E. A.* Son and Daughter of the said *R. A.* and for securing unto them such Legacies as were bequeathed unto them by their said Grandfather *G. H.* deceased. Under a Proviso nevertheless, That if the said *T. G.* his Heirs, Executors, Administrators or Assigns, or any of them paid unto the said *G. A.* and *E. A.* such Sums of Mony yearly, until they attained their Ages of 21 years, or should be married, as in the said Deed are mentioned, and should also pay unto the said *G. A.* at such time as he should attain his full Age of one and twenty years, or day of marriage, which should first happen, the Sum of 5500 *l.* and unto the said

E. A. at her Age of 21 years or day of marriage, which ſhould firſt happen, the Sum of 500 *l.* Or in caſe the ſaid *G. A.* dyed before his ſaid Age of 21 years, or marriage, then the Sum of 1000 *l.* to the ſaid *E.* being for the Legacies given them by the laſt Will and Teſtament of the ſaid *G. H.* that then the ſaid Deed to be void, or to that effect, as in and by the ſaid Deed, relation being thereunto had more at large appeareth. And this Defendant *H. G.* for farther Plea ſaith, That in or about *Eaſter* Term, 1668. he did Exhibit his Bill into this Honourable Court, againſt the ſaid *T. G.* and *M.* his Wife, *O. N. W. B.* and *F.* his Wife, *J. M. R. A. G. A. J. W. T. H. G. P. J. P. S. T.* and others, thereby ſetting forth the Will of the ſaid *G. H.* and that the ſaid *T. G.* knowing he was to ſecure this Defendants ſaid Legacy of 5500 *l.* did Purchaſe the ſaid Manor of *B.* and other Lands of the Earl of *Suffolk*, and took the Conveyances in Truſt for this Defendant, and often ſo declared, and ought to be Conveyed to this Defendant, towards ſatisfaction of his ſaid Legacy and Intereſt, he having not received any part thereof. And this Defendant prayed by his ſaid Bill a diſcovery of what Eſtates or Title the Defendant claimed to the ſaid Manor of *B.* and other the Premiſſes in the Bill mentioned, and from whom, and what Debts, Legacies, or other demands they claimed from the ſaid *T. G.* and that this Defendant might be paid his

his ſaid Legacy and Intereſt. To which Bill the ſaid then Defendant put in ſeveral Anſwers, and this Defendant Reply'd, and Iſſue being joyned, divers Witneſſes were examined, and publication duly paſſed, and the ſaid Cauſe coming to a Hearing in this Court on the 21th day of *June*, in the 21th year of his now Majeſties Reign, and in the preſence of Councel learned on all ſides: The Court after a long debate of the matter, and hearing what was alledged by the Councel learned on all ſides, and reading the Proofs taken in the Cauſe, The Points chiefly inſiſted on between this Defendant and the ſaid *B.* and *M. G.* as to the Manor of *B.* being, which ſhould have the Redemption thereof, and whether the ſaid Judgment entred into to *B.* could attach the ſaid Manor, it being full in proof, That the ſaid Manor was purchaſed with the mony raiſed out of the ſaid *G. H.* his Eſtate, and declared by the ſaid *T. G.* at ſeveral times to be purchaſed with this Defendants Legacy, and with an intent for the ſecurity thereof, and for his uſe and benefit; his Lordſhip therefore held it reaſonable that this Defendant, whoſe Intereſt was much the greater, ought to be admitted to the Redemption thereof. And as to the next Point controverted, being the Security given to the Defendants the *Aſhleys* for their Legacies, and the twelve thouſand pounds in the hands of the Defendants *M.* and *T.* and the Purchaſe

chaſe of *R.* and *S.* with 2800 *l.* being worth 200 *l. per annum*, and his Lordſhip declared, That the ſaid *Aſhleys* ought to have no intereſt, but the maintenance agreed on, and to be paid their Legacies in proportion with this Defendant, and did Order and Decree the ſame accordingly, for ſo much as had not been actually paid or ſatisfied before the Exhibiting this Defendants Bill. And that the 2800 *l.* before paid for *Ripley* and *Sopley*, ſhould be diſcounted and go towards the payment of their Legacies of 6000 *l.* And the Defendants the *Aſhleys* and their Truſtees were to come to an Account with this Defendant for what the Manor of *Dipden*, *Ruſſton* and *Bodenham* Farm were worth more than their Legacies in proportion with this Defendant and his ſaid Siſter *B.*'s Legacies of 5500 *l.* and 500 *l.* proportionably, which was to go to their ſatisfaction. And what the Defendants the *Aſhleys* and their Truſtees had received by the Rents and Profits of *Ripley* and *Sopley* over and above the maintenance Mony, was to go alſo towards payment of their Legacies, and the Maſter was to examine and ſee how much mony Mr. *Aſhley* had paid to Mr. *C* in diſcharge of the Mortgage agreed to be diſcharged by the ſaid *T. G.* and this Defendant was to Seal to the ſaid Mr. *C.* the Counterpart of the Deed which the ſaid *T. G.* ſhould have Sealed, and to ſtand in his place, and have the benefit of Redemption of the ſaid Lands in the Counties of

Wilts,

Wilts, *Dorset* and *Southampton*, paying a proportionable part of the advantage thereby, towards the said Legacy due to his said Sister *B.* And it was also Ordered and Decreed, that the said *T. G.* should assign and transfer over to this Defendant, all his the said *T. G.*'s interest and demand in and to the residue of the said Estate of the said *G. H.* not received in or disposed of. And the said *T. G.* and his Estate were to be lyable to make satisfaction for the surplus of this Defendants Legacy, above what could be thereof satisfied by the provisions aforesaid, with other direction as to the taking the Account. And afterwards the said Cause was several times reheard, as to the interest of *M. G.* and *W. B.* and his Wife; but the said Decree as to the *Ashleys* did and doth stand, and was confirmed: And at length it was, at the proposition of this Court (this Defendant and Mr. *B.* being then in Court, and also *M. G.* her Council consenting) Ordered, That the Differences between the said Parties, should be referred to the final award and determination of *Francis North*, Esq; then his Majesties Councel, now Sir *Francis North* Knight, Lord Keeper of the Great Seal of *England*, and Sir *John Churchil*, and what end or award the said Referrees should make between the said Parties, was by the like consent to stand confirmed by the Decree of this Court, to be observed and performed by all Parties, to all intents and purposes, according to the tenor and true meaning

meaning thereof, without any Appeal from the same, or order for confirmation thereof. In pursuance whereof, the said Sir *Francis North* and Sir *John Churchil* made their Award, bearing date on or about the one and thirtieth day of *July*, 1671. after hearing of all sides several times, and thereby certified, They had considered of the value of the Estate, as well of *Berdenhal*, as the other Estate, desiring, if possible, that all parties should be satisfied to the full of their dues, but finding that the Estate would not bear the same, and that there was no means finally to settle differences between all the Parties, without the sale of *Berdenhal*, they did therefore order and award, That the Manor of *Berdenhal* with the appurtenances should be sold by *Christmas* then next, for the best value, and that in the mean time the said *Margaret* should go on with the redemption of the Premisses, she having then paid 1500 *l.* of the Mortgage-Mony by Order of this Court, and that she or her Trustees should take the assignment thereof from the Mortgagees, upon an Account to be taken by Sir *John Coel*, according to the Order on hearing, in case the Parties agreed not therein. And when the Land was sold the Mony raised by Sale should be disposed of in this manner, (*viz.*) to satisfie the Mortgage-Mony by her paid with the interest thereof, from the time it was paid by Mrs. *Grove*, and out of the residue thereof she was to be paid the Sum of 1200 *l.* in

in lieu and full satisfaction of her Joyn-ture and all that she should claim out of the Estate of Mrs. *Grove*, and give this Defendant a Release of all matters touching the same, and of all differences between them, And they did also Order and Award, That out of the said Purchase mony, there should be paid unto Mr. *B.* in full of all his demands out of the Estate, in respect of himself or his Wife, the sum of 750 *l.* and that he and his Wife should joyn in the Assurance to the Purchaser of the said Lands, and he was to deliver the Statute and all Securities he had in or upon the Estate of this Defendant or his Father or Grandfather, and give this Defendant a general Release, who was at the same time to give him a Release. And this Defendant and Mrs. *Grove* were to ioyn in an Assurance to the Purchaser of the said Lands, which was to be seled by the Master, or to that effect; Which Award was afterwards confirmed by this Court. And this Court being informed that the Defendant had procured a Purchaser, It was on the 19th day of *October*, in the three and twentieth year of his now Majesties Reign, ordered and decreed, That the said Manor and Lands should be sold, and that out of the Purchase-Mony the said Mrs. *Grove* should be satisfied so much of the Mortgage Mony as she had then paid, and damages, and also the 1200 *l.* according to the said Award, who was thereupon to release to this

this Defendant accordingly. And that the Mortgagees upon payment of their principal mony and damages, according to the Order of the one and twentieth of *June* 1669. ſhould aſſign the ſaid Mortgage to the Purchaſer for ſecuring his Title to the Premiſſes, and to have their Coſts, and that Mrs. *Grove* ſhould joyn in the Conveyance or to that effect, as in and by the Decree ſigned and inrolled, remaining of Record in this honourable Court, whereunto theſe Defendants refer themſelves, more at large appeareth. And theſe Defendants for farther Plea ſay, That in purſuance of the ſaid Decree, the ſaid *J. P.* and *G. P.* in conſideration of 2687 *l.* 14 *s.* 10 *d.* did by Indenture bearing date on or about the 22th day of *December*, 1671. Grant and Aſſign over the ſaid term of 300 years, unto *Thomas Robinſon* of the *Inner Temple*, *London*, Eſq; and the ſaid Term of 2000 years, unto *Ralph Grange* of the *Inner Temple* aforeſaid, Gent. And the ſaid *Margaret Grove* in conſideration of the ſaid Sum of 1200 *l.* did by Indenture of Leaſe and Releaſe, bearing date on or about the 21th and 22th of *December*, in the three and twentieth year of his now Majeſties Reign, Releaſe and Confirm unto *C. H.* of the Pariſh of St. *Dunſtans* in the Weſt, *London*, Gent. his Heirs and Aſſigns, the ſaid Manor of *B.* and all her Eſtate, Title and Intereſt in and to the ſame. And the ſaid *W. B.* by Indenture of Leaſe and Releaſe, bearing date on or about the 21th or 22th day

day of *December*, 1671. in consideration of the Sum of 750 *l.* to him in hand paid, did Grant, Release and Confirm unto *James A.* of *London* Merchant, since dead, his Heirs and Assigns, the said Manor of *B.* and all the Lands, Tenements and Hereditaments thereunto belonging, and all his Estate, Title, Claim and Demand whatsoever, in and to the same, or to that or the like effect, as in and by the said several Deeds and Conveyances ready to be produced, and whereunto these Defendants refer themselves, more at large appeareth. And this Defendant *H. G.* hath sold the Manor of *B.* with the Appurtenances to the other Defendant *F. C.* And this Defendant and his Trustees have Conveyed the same, and all their Estate therein to the said *F. C.* and his Trustees, and the Purchase-mony was all paid and satisfied to this Defendant, and the Mortgagees or his or their Order, and no part thereof is left in his Hands, to secure him against any Incumbrance whatsoever. And this Defendant *Grove* for his more certainty, as to the said dates and recitals of the said Deeds Conveyances and Decree, refers himself thereunto. And the said *F. C.* saith, That he hath purchased of the said other Defendant *H. G.* the said Manor of *B.* and all the Lands, Tenements and Hereditaments for the consideration of 6500 *l.* which this Defendant hath long since really and *bona fide* paid for the same, and hath Conveyances of the said Term of 300 years, and

2000

2000 years, and alſo the Inheritance of ſaid Manor and Premiſſes, duly executed to him and his Truſtees, whereby he is adviſed he is legally intituled to the ſame, and ought quietly to hold and enjoy the ſame. And this Defendant *H. G.* for farther Plea, ſaith, That he claimed the ſaid Manor and Premiſſes, and the Equity of Redemption of the ſaid Manor of *Dipden*, *Ruſhton*, *Stockford* and *Beninger* and *Bodenham* Farm, over and above what would ſatisfie the ſaid Mr. *A.* and his Siſters Legacy by virtue of the ſaid Decree, towards ſatsfaction of his ſaid Legacy of 5500*l.* with intereſt (and which came far ſhort to ſatisfie the ſame) and is adviſed the ſame is not either in Law or Equity lyable to to ſatisfie the Judgment in the Bill mentioned (in caſe any thing be due thereon) or any other Debts of the ſaid *T. G.* All which matters theſe Defendants do plead in bar to that part of the Complainants Bill, and humbly demand the Judgment of this honourable Court, whether they ſhall be compelled to make any farther or other Anſwer thereunto. And theſe Defendants for Anſwer unto ſo much of the ſaid Bill as is not herein before pleaded unto, ſay, That they do ſeverally deny, that they or either of them is or are Executor or Adminiſtrator to the ſaid *T. G.* or ever adminiſtred as ſuch, nor know of any perſon that was Executor or Adminiſtrator to him, nor did they or any other in truſt for them, or either of them,

them, or for their or either of their uſes, to their knowledge, poſſeſs any part of his perſonal Eſtate, ſaving that this Defendant *H. G.* had ſome old things, which to the beſt of his Judgment were of the value of about 3 *l.* or 4 *l.* which were left in the Houſe of Mr. *B.* after he had taken the ſaid *T. G.*'s Goods in Execution, as is hereafter ſet forth. And this Defendant *H. G.* ſaith, That the ſaid *T. G.* his perſonal Eſtate was before his death taken in Execution by the ſaid *W. B.* upon a Judgment or Judgments obtained againſt the ſaid *T. G.* for 2000 *l.* or thereabouts, which was well known to the ſaid *J. B.* and the ſaid *W. B.* had the ſame for ſatisfaction thereof. And theſe Defendants deny all manner of Combination wherewith by the ſaid Bill they ſtand charged, or that this Defendant *F. C.* hath in his Hands any part of the Purchaſe-Mony, for the ſaid Manor of *B.* or did detain any part thereof to anſwer any Incumbrances the ſaid Lands might be lyable unto. And this Defendant *H. G.* ſaith, That the ſaid *J. B.* was acquainted and well knew of the ſaid Suit and Proceedings, yet never did during the ſaid Suit, or the ſaid *Thomas Groves* life-time, extend the ſame, as this Defendant ever knew or heard of. And this Defendant knows not of any other Manor or Lands, than as aforeſaid, that the ſaid *T. O.* or any other in truſt for him, were ſeized or poſſeſſed of at the time the ſaid Judgment is pretended to be entred

tred into, or at any other time ſince, except he was ſeized of the Manor of *D.* in the County of *Eſſex*, which, whether it were ſold before or ſince that time, this Defendant doth not certainly know. And theſe Defendants know nothing of the Aſſignment of the Judgments in the Bill mentioned, nor what Title the Complainants or any of them have to the ſame, or the Mony due thereon, if any be, without that that, *&c.*

Vide Bill in the Title Bills to ſubject Lands to ſatisfie Judgments. Sect. 1.

The Defendant pleads a Verdict and Judgment thereupon, not undone by Attaint or Error, and the Statute of the 4th *of* Henry IV. *in Bar to the Complainants Bill.*

Sect. 17.

THE ſaid Defendant by proteſtation not confeſſing or acknowledging all or any of the matters or things in the Complainants ſaid Bill contained, to be true, in ſuch ſort, manner and form as the ſame are therein and thereby ſet forth; the Plaintiffs ſaid Bill being to be relieved againſt an Action at Law, brought by this Defendant for Fees due to this Defendant for managing ſeveral Law Suits for the Complainant, and for Monies laid out and expended by this Defendant for the Complainant in managing the ſame, and to bring this Defendant to an Account. This Defendant for Plea to the ſaid Bill ſaith, That by a Statute made in the Parliament holden

holden at *Westminster*, the morrow after the Feast of St. *Michael*, in the fourth year of the Reign of our late Soveraign Lord King *Henry* the 4th. It is ordained and stablished, That after Judgment given in the Courts of our Soveraign Lord the King as well in Plea real, as in Plea personal, the Parties and their Heirs shall be thereof in peace, until the Judgment be undone by Attaint or by Error. And this Defendant saith and averreth, That before the said Complainants Bill of Complaint exhibited, this Defendant brought an Action in the Court of *Common Pleas* at *Westminster*, for the recovery of his said Fees, and Monies expended and due to this Defendant from the Complainant as aforesaid, and obtained a Verdict for 14 *l.* and hath Judgment thereupon, which Judgment this Defendant avers was obtained before the said Bill Exhibited, and yet remains in full force, and is not undone by Attaint or Error, and therefore this Defendant pleads the said Statute and Judgment in bar of the Complainants said Bill, and humbly prays the Judgment of this Honourable Court, whether he shall make any farther or other Answer to the Complainants said Bill, and prays to be hence dismissed with his Costs in this behalf wrongfully sustained.

The Joynt and ſeveral Plea of E. C. *Widow*, J. S. *Eſq; and* M. *his Wife, three of the Defendants to part; and their joynt and ſeveral Anſwer to other part of the Bill of Complaint of* E. D. *Complainant.*

THE Defendant *E. C.* by proteſtation not confeſſing the matters in the Complainants Bill of Complaint alledged, or any of them to be true, in ſuch ſort as the ſame are therein expreſſed; for Plea unto the ſaid Bill of Complaint ſaith, That *G. T. F. F.* and *T. E.* affirming themſelves to be ſeized (and being ſeized as this Defendant is adviſed by her councel and believes) in Fee of all thoſe Manors with their Appurtenances, ſcituate, lying and being in *S.* in the County of *B.* commonly called or known by the ſeveral Name or Names of *L. J.* and *B.* in *R.* and of and in all the ſaid Scite, Capital Meſſuage or Manor-Houſe, with the Appurtenances in *S.* aforeſaid, and alſo of all Demeſn Lands, and other Lands, Meadows, Feedings, Paſtures, Woods, Under-Woods, Commons, Cloſes, Rents, Reverſions and Hereditaments whatſoever, being part, parcel or member of the ſaid Manors, or either of them, and alſo of all that Cloſe called *Heydon-Cloſe*, ſcituate, lying and being in *S.* aforeſaid, containing by eſtimation 17 Acres. And alſo of all thoſe Meſſuages, Tenements and Farms, with the Appurte-

Appurtenances, commonly called or known by the names of, *&c.* in the ſaid County of *B.* and one *J. Y.* affirming himſelf to be intereſſed and poſſeſſed, (and being intereſſed and poſſeſſed as this Defendant is adviſed by her Councel, and believes) of the Premiſſes, by virtue of an Extent, upon a Statute of 1000 *l.* heretofore acknowledged by *J. M.* and *Jo. M.* in the ſaid Bill named, unto *B. C.* in the Bill alſo named, ſhe this Defendant did agree with them for the purchaſe of the Fee-ſimple of the ſaid Premiſſes, and alſo of the ſaid extent thereupon. And that in purſuance of the ſaid Agreement, the ſaid *G. T. F. F.* and *T. E.* by their Deeds of Leaſe and Releaſe, bearing date, *&c.* and then or within few days after ſealed and delivered (to which Deeds the ſaid *J. Y.* is a Party) did for a real and valuable Conſideration, in mony truly paid, convey the ſaid Manors Lands and Premiſſes, unto *G. T.* Gent. and his Heirs, to the uſe of him and his Heirs, in truſt nevertheleſs for her this Defendant *E. C.* and her Heirs; and the better to ſecure and protect the ſame from Incumbrances, the ſaid *J. Y.* alſo, for the like valuable conſideration, in mony truly paid, by his Indenture bearing date, *&c.* and then, or within few days after ſealed and delivered, did aſſign the ſaid Extent upon the ſaid Statute unto her this Defendant: At which time, or at any time before, this Defendant had not any notice of the Complainants Annuity of 50 *l. per annum*, or

the Statute in the Bill mentioned, for securing thereof. And this Defendant did not at the time of such Purchase by this Defendant, or any time before, know any thing to the contrary but that the said *T. F. E.* and *Y.* or some or one of them, were the true and lawful Owners of the whole and entire Premisses, without any trust for any person or persons whatsoever, and this Defendant purchased the same, without any notice of the said Incumbrance of 50 *l. per annum*, upon the same or any part thereof, or of the said Statute of 1000 *l.* in the said Bill mentioned; which matter by her this Defendant pleaded, she doth aver, and will prove as this Honourable Court shall award, and humbly demands the Judgment of this Honourable Court, whether she shall be compelled to make any other or farther Answer to the said Bill, or make any discovery, whereby to prejudice and incumber the said Premisses, or any part thereof, farther or otherwise than by her Answer she hath hereafter done. And the said Defendant *E. C.* saving the benefit of her Plea for Answer farther saith, That neither at any time before, nor at the time of the purchasing the said Estate and Statute, she ever knew or heard, nor had any notice, of the Complainants pretended Rent or Annuity of 50 *l. per annum*, or any other Sum, or of the said Statute pretended to be entred into by the said *J. M.* or any other Incumbrance which the Complainant

had

had on the Premiſſes or any part thereof. And the ſaid *J. S.* and *M.* his Wife, likewiſe by way of Plea ſay, That the claim they make to the ſaid Premiſſes, is under the ſaid Purchaſe and Title of the ſaid *E. C.* in her Plea ſet forth, And that they or either of them never heard or knew until near about a year before the exhibiting of the Complainants Bill, which was long after the purchaſe of the ſaid *E. C.* and long after the claim theſe Defendants make to the ſaid Premiſſes of the Complainants Rent or Annuity, or Statute of 1000 *l.* in the ſaid Bill ſet forth. And they do alſo aver their ſaid Plea, and humbly demand the judgment of this Honourable Court, whether they or either of them ſhall be compelled to make any farther Anſwer to the ſaid Bill, other than what they do hereafter anſwer unto. And all the Defendants by Anſwer deny all Combination by the Bill charged, and juſtifie detaining the Evidences, and refuſe to diſcover them to the Complainant; and juſtifie the keeping poſſeſſion of the Premiſſes, by and under the purchaſe of the ſaid *E. C.* as aforeſaid, as it hath gone ever ſince the ſaid Purchaſe. And pray to be diſmiſſed with Coſts.

The Anſwer as to part, and Plea as to the other part of Sir T. M. *Baronet, Defendant; to the Bill of Complaint of* R. P. *Gent. Executor of Dame* S. L. *Complainant.*

Sect. 18. THE ſaid Defendant ſaving to himſelf the benefit and advantage of exception to the many incertainties and inſufficiencies of the ſaid Complainants Bill of Complaint; for Anſwer to ſo much thereof as he conceiveth material for him to Anſwer unto ſaith, That he was intimately acquainted with Sir *J. L.* in the Bill named, both before his Marriage with the ſaid Dame *S.* and after, until the time of his death, and that he the ſaid Sir *R. L.* hath complained to this Defendant, that there were very ſtrict Articles made upon his Marriage with the ſaid Dame *S.* and lamented his condition, that he depoſited his Monies in the Truſtees hands, and could not command a penny, nor perſwade his Wife to abate any part of the ſtrictneſs of them, and thereupon went into the Kings Army, and as he remembreth, was made Major-General of South-*Wales*, and being at *Ragland* Caſtle on or about the 16th of *October*, 1642. told this Defendant that he had a conſiderable ſum of Mony by him, which he would depoſite in this Defendants hands, that he might have of his own to command, and that he repented he had put ſo much into his Wives Hands or pow-

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er, and declared to this Defendant that she should have no more Mony of his, and that if he dyed in the Wars, he did charge this Defendant by no means to let his said Wife have it, but should be kind to his poor Relations, if that any of them came to him. But this Defendant saith, that he never did know, see or read, or heard read, either the Articles or Bond in the Bill mentioned, nor any Part, Copy or Counterpart of them, or either of them, nor was ever acquainted with the purport of them, or either of them, by the said Sir *R. L.* or any other, in any other manner than is above-mentioned, save by this present Bill. And this Defendant confesseth it to be true, That on or about the said 16th of *October* this Defendant did receive of the said Sir *R. L.* a considerable Sum of Mony (though what the same was this Defendant conceiveth this Honourable Court will not compel him to discover, for the reasons hereafter in this his Answer and Plea alleadged) but 'twas not the Sum of Mony in the Bill alledged. And upon receit of the said Sum of Mony this Defendant did give the said Sir *R. L.* a Note under his Hand, testifying the receit of the said Mony. And that this Defendant did promise to keep it for him in his custody, until such time as this Defendant should be ordered to dispose of it by him for his use. And this Defendant did receive the same upon no other trust, condition, direction or agreement whatsoever,

soever, than as aforesaid. And this Defendant saith that some short time after the said Sir *R. L.* was slain in the Forest of *Dean*, and afterwards, to wit in or about the Month of *April*, 1644. one Mr. *G. L.* Brother of the said Sir *R. L.* came to this Defendant, and brought to this Defendant the Note aforesaid that this Defendant had given to Sir *R. L.* and to the best of his this Defendants Remembrance, Letters of Administration to his Brothers Estate, and demanded the mony so as aforesaid, deposited in this Defendants custody, whereupon this Defendant having before that time lent the said Sir *R. L.* some small Sums of Mony, and made several disbursements for the said Sir *R. L.*'s Account, which were allowed to this Defendant by the said *G. L.* and were really due to this Defendant from the said Sir *R. L.* at his decease, this Defendant did pay and satisfie to the said *G. L.* really all the rest of the Mony deposited in his Hands, as aforesaid, and had his former note delivered him up, and the said *G. L.*'s receipt for the whole Sum so deposited, as aforesaid, neither did this Defendant ever know or was acquainted that the said Sir *R. L.* made any Will, or any Executor but by this Bill, nor hath he or ever had, or ever took into his possession any Goods, Mony, or other things of the said Sir *R. L.* save the Sum aforesaid, nor hath any other person, or ever had the same or any of them by this Defendants direction or order. And as to the discovery of what the said Mony was, and

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in bar for any relief to be had in this Honourable Court againſt this Defendant for the ſaid Sum of Mony ſo depoſited, as aforeſaid, This Defendant ſaith, That he did really and *bona fide*, ſatisfie the ſaid *G. L.* for the ſame, and that he did then to his beſt remembrance inform this Defendant that he was Adminiſtrator to the ſaid Sir *R. L.* and that the ſaid Sir *R. L.* had made no Will. And this Defendant did really believe that he was the perſon that ought of right to receive the ſame. And therefore conceives that he is not lyable to diſcover in Equity the Sum of Mony which he hath really ſatisfied and paid to him that had, as far as this Defendant knew, the only right to the ſame. And this Defendant farther ſaith, That after the ſaid Mony was depoſited in his Hands, he did ſtay and was reſident within this Realm of *England* until the month of *June*, in the year of our Lord God, 1647. during which time there was no Bill, Action or Suit commenced againſt this Defendant, to the knowledge of this Defendant, or ſince, until this preſent Bill that was exhibited in *Hillary* Term laſt. And therefore this Defendant pleadeth the Statute of Limitations, and as this caſe is, craveth benefit thereof. All which matters and things this Defendant is ready to aver and prove, and demands the Judgment of this Honourable Court, whether he ſhall Anſwer to the matters herein pleaded to. And this Defendant for farther Anſwer ſaith,

Pleads the Statute of Limitations.

ſaith, That he knoweth not what Will the ſaid Dame *Suſannah* made, nor what Legacies ſhe bequeathed, nor whether ſhe made any Will or any Executor. And confeſſeth, That from the ſaid Month of *June*, 1647. until the Month of *November* 1671. he returned not into *England*, but was reſident in *Barbadoes* or *Jamaica*, excepting the time of his paſſage to and from the ſaid places, and in all that time, he doth not remember that he received any Letters or Meſſages from the ſaid *S. L.* or her Executors, or any other perſons on her behalf, touching the ſaid Mony, or any thing elſe ſuppoſed to be belonging to the ſaid Sir *R. L.* And prays to be diſmiſt with Coſts.

The Plea of W. B. *Eſq; and* E. *his Wife, who was the Widow and Relict of* J. Y. *Eſq; deceaſed, and one of the Daughters of* F. P. *Eſq; deceaſed, to part, and their Anſwer to the reſidue of the Bill of Complaint of* F. P. *Eſq; Grandſon and Heir of the ſaid* F. P. *Eſq; deceaſed, Complainant.*

THE ſaid Defendants by Proteſtation not acknowledging or confeſſing the matters and things in the Complainants ſaid Bill contained, or any of them to be true in ſuch manner and ſort as therein and thereby is expreſſed. For Plea to ſo much of the ſaid Bill, as ſeeks to draw in queſtion in this Honourable Court, their the ſaid Defendants or either of their Titles to a certain Meſſuage or Farm, called *F.* in the ſaid

ſaid Bill mentioned, and the Lands, Tenements and Hereditaments thereunto belonging, or any part thereof, or ſeeks to compel them theſe Defendants to ſet forth and diſcover the date and contents of their Leaſe thereof, or to deliver unto him the ſaid Complainant an Authentick Copy or Counterpart of their ſaid Leaſe, ſay: And firſt the ſaid Defendant *E.* ſaith, That ſhe this Defendant about five or ſix and thirty years ſince being very young, and under the government of her ſaid Father, was, by and with his conſent and good liking, upon ſuch Terms and Conditions as he thought fit to make, married to the ſaid *J. Y.* who, as ſhe this Defendant was informed by her ſaid Father, and moſt aſſuredly believes, was by the Agreement made between him this Defendants ſaid Father, before his the ſaid *J. Y.* his intermarriage with her this Defendant, to ſettle upon her a Joynture of 150 *l. per annum*, And upon his eldeſt Son by her this Defendant 300 *l. per annum*, And did purſuant thereunto levy, one or more Fine or Fines, and execute one or more Deed or Deeds for ſetling thereof accordingly. And farther ſaith, That the ſaid *J. Y.* hapning to dye about one and twenty years ſince, leaving iſſue by her three Sons and one Daughter, ſhe this Defendant did expect to have received the incomes of the ſaid Eſtates ſo upon her and her eldeſt Son ſetled, or at leaſt mentioned and intended to be ſetled, as aforeſaid, for the reſpective maintainance

ance of her ſelf and Children, but the ſaid Settlement (as ſhe this Defendant was adviſed) being in Law defective, *J. S.* Eſq; deceaſed, her this Defendants ſaid late Husband his eldeſt Son, by a former Venter, took advantage thereof, and withheld the poſſeſſion of the ſaid Eſtate and Premiſſes from her this Defendant and her ſaid eldeſt Son for three or four years together, and put her to long and expenſive Suits in this Honourable Court to recover the ſame. And that her this Defendants ſaid Father having notice that the ſaid Marriage-Settlement ſo made on her this Defendant and her iſſue, as aforeſaid, was defective, and that ſhe this Defendant had been put to great trouble and expence, and was likely to be at greater to ſupply the defects thereof (as in truth ſhe afterwards was) inſomuch that ſhe did ſuffer at leaſt five hundred pounds prejudice thereby. And being ſenſible that he himſelf was the paſſive occaſion thereof, by not taking ſuch due care and advice in the making the ſaid Settlement, as he was obliged in his paternal care to have done, did promiſe her this Defendant to conſider her and make her ſome farther proviſion in conſideration and recompence thereof. And he this Defendants ſaid Father, being as ſhe this Defendant hath been credibly informed and verily believes ſeiſed in his demeſne as of Fee of part, and for life (with power to make Leaſes for one, two or three Lives, under ſuch Rents as he ſhould think fit to re-

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ſerve of the reſidue) of ſeveral Manors, Lands, Tenements and Hereditaments, of the yearly value of a thouſand pound at the leaſt, beſides the Wood and Timber growing thereupon, being then (as ſhe this Defendant hath been likewiſe credibly informed and believes) of the value of 10000 *l.* to be ſold, and having iſſue male only one Son, who had been married many years, and had iſſue the ſaid Complainant only, and was not reputed in probability likely to have any more iſſue. And he, this Defendants ſaid Father, amongſt other Lands of which he was ſo ſeiſed as aforeſaid, being ſeiſed of the ſaid Manor and Farm called *F.* and of ſeveral Lands, Tenements and Hereditaments thereunto belonging, then in the tenure or poſſeſſion of *F. P.* her this Defendants then only Brother, and Father of the now Complainant, ſince deceaſed, being of the yearly value of fifty pounds, or near thereabouts, was minded and fully reſolved (as ſhe this Defendant hath been informed and believes) in performance of his ſaid promiſe to her this Defendant, and in recompence of the great trouble, charge and expence ſhe had or might ſuſtain, or be put unto to ſupply the defects of the ſaid Marriage-Settlement, and for other good Conſiderations to ſettle the ſame upon her this Defendant, for her better maintainance during her life, in caſe ſhe ſhould ſurvive him her ſaid Father. And for that purpoſe he, this Defendants Father by Deed indented under his Hand

and

and Seal bearing date the fifteenth day of *January*, 1655. then, or within few days after ſealed and delivered, did (as ſhe this Defendant is adviſed by her Councel and believes) convey, or at leaſt mention or intend to convey the ſaid Meſſuage or Farm called *F.* and all the Lands, Tenements and Hereditaments thereunto belonging, then in the poſſeſſion of him the ſaid Defendants Brother, to her this Defendant and her Aſſigns, immediately from and after the death and deceaſe of him this Defendants ſaid Father, for and during the term of fourſcore years, from thence next enſuing, and fully to be compleat and ended, if ſhe this Defendant ſhould ſo long live; Yielding and paying therefore out of the ſaid Premiſſes yearly to him this Defendants ſaid Father, his Heirs and Aſſigns during the ſaid term, one Pepper Corn only at the Feaſt of St. *Michael* the Arch-Angel, if it ſhould be then lawfully demanded, by which Indenture the ſaid *F. P.* this Defendants ſaid Father, for him, his Heirs, Executors and Adminiſtrators, did covenant, promiſe and agree to and with her this Defendant, her Executors and Aſſigns that the Heirs, Executors or Adminiſtrators of him the ſaid *F. P.* or ſome of them ſhould and would from time to time during the Term aforeſaid, ſatisfie, pay and diſcharge all Duties, Rates, Taxes and Payments which ſhould be impoſed, due or payable upon or out of the ſaid mentioned to be demiſed Premiſſes, or upon every

every or any part thereof, at ſuch time as the ſame ſhould be due or payable, and ſhould ſave, keep harmleſs and indempnified her this Defendant, her Executors or Aſſigns, and all and every the ſaid Premiſſes, of and from all and all manner of Payments, Taxes, Charges, Impoſitions, Aſſeſſments, or other Incumbrances, which ſhould happen, fall due, ariſe or be impoſed upon the ſaid mentioned to be demiſed Premiſſes, or any part thereof, during the ſaid Term. And that ſhe this Defendant and her Aſſigns ſhould and might have hold, occupy and enjoy the ſaid Meſſuage and Farm Houſe, Lands and Premiſſes thereby demiſed, and every part thereof, with the Appurtenances during the Term aforeſaid, according to the true intent and meaning of the ſaid Indentre, without the let, ſuit, entry, interruption, or eviction of the Heirs or Aſſigns of the ſaid *F. P.* or by his or their or any of their act, eſtate, means, conſent or procurement, And that he the ſaid *F. P.* his Heirs and Aſſigns, ſhould and would from time to time, and at all times thence after, during the ſaid Term, at the coſts and charges of her this Defendant, or of her Aſſigns, do, execute and ſuffer, or cauſe to be done, executed and ſuffered, all and eve-ſuch further act and acts, thing and things, deviſe and deviſes, conveyance and conveyances, aſſurance and aſſurances in the Law, be it by Fine, Feoffment, Recovery with ſingle or double Voucher, Confirmation,

Releaſe with Warranty or without Warranty, for the better ſecurity, ſurety or ſure making of the ſaid Meſſuage and Farm-Houſe, and other the Premiſſes thereby demiſed to this Defendant and her Aſſigns, for and during the aforeſaid Term, as ſhould be reaſonably deviſed or adviſed by her this Defendant or her Aſſigns, or by her or their Councel learned in the Law, ſo as the ſaid *F. P.* her Heirs and Aſſigns, were not compelled to travel farther than ten Miles from his or their place of abode, to do the ſame. And laſtly the ſaid *F. P.* did for himſelf, his Heirs and Aſſigns and every of them, by the ſaid Indenture grant to and with this Defendant and her Aſſigns, and every of them, That he the ſaid *F. P.* his Heirs and Aſſigns, all and ſingular the ſaid Meſſuage and Farm-Houſe, with the Appurtenances, and all other the before-mentioned to be demiſed Premiſſes, againſt the ſaid *F. P.* his Heirs and Aſſigns, and every of them, and againſt all other perſon and perſons claiming by, from or under him or them, unto her this Defendant or her Aſſigns, during the ſaid Term of 80 years (if ſhe ſhould live ſo long) according to the purport of the ſaid Indenture, ſhould and would warrant, acquit and defend. And the ſaid *F. P.* her this Defendants ſaid Father, before he ſo made the Leaſe to her this Defendant, did affirm, That he had good power to make the ſame. And they theſe Defendants for farther Plea to the Complainants

ſaid

ſaid Bill of Complaint ſay, That the ſaid *F.P.* her this Defendants ſaid Father dyed on or about the twenty ninth day of *September*, in the year of our Lord, 1661. and believes and hopes to prove that he was at the time of his death ſeiſed in Fee, and for life, with ſuch power, as aforeſaid, of the ſaid Manor, Lands and Premiſſes, of the value of a thouſand pounds *per annum*, at leaſt, beſides the Wood and Timber thereupon growing, being (as theſe Defendants believe) of the value of a thouſand pounds more, to be ſold as aforeſaid, and that after his death the ſaid Premiſſes diſcended or otherwiſe came unto the ſaid Complainant, partly as Heir at Law to his ſaid Grandfather, and partly by virtue of ſome ſettlement by his ſaid Grandfather made upon him. And that the ſaid Lands and Premiſſes ſo diſcended to the Complainant as Heir at Law to his ſaid Grandfather, were of far greater value than the Lands ſo by the ſaid Indenture demiſed or thereby mentioned or intended to be demiſed to her this Defendant, as aforeſaid. And are alſo credibly informed and do believe and hope to prove, That her this Defendants ſaid Father was alſo at the time of his death poſſeſſed or otherwiſe interreſted of and in a conſiderable perſonal Eſtate, or Teſtamentary Eſtate, to the value of four thouſand pounds and upwards. And that *F. H.* Gent ſurviving Executor of the ſaid laſt Will and Teſtament of her the ſaid Defendants ſaid Father, hath de-

livered up into the Hands of the Complainant the greateſt part of the ſaid Perſonal and Teſtamentary Eſtate, as the ſuppoſed *Ceſtui que truſt* thereof. And they theſe Defendants by way of Plea farther ſay, That theſe Defendants after the death of her this Defendants Father, being then intermarried, by virtue of the ſaid Leaſe, entred upon the ſaid Farm and Premiſſes ſo thereby demiſed, or thereby mentioned or intended to be demiſed, to her this Defendant, as aforeſaid, and have ever ſince till about the Month of *September* laſt paſt, quietly enjoyed the ſame, without the interruption or denyal of any perſon or perſons whatſoever; about which time a Writing, purporting (as theſe Defendants are adviſed and believe) a Declaration in Ejectment, in the name of *T.P.* as Leſſee of the Complainant, in order to the recovering from theſe Defendants the poſſeſſion of the ſaid Farm and Premiſſes, and to evict their ſaid Leaſe thereof, was delivered unto him this Defendant, being Tenant in poſſeſſion of the Premiſſes. And the Complainant, the better to inable him (as theſe Defendants conceive) to proceed in the ſaid Cauſe, and evict the ſaid Leaſe, did demand of theſe Defendants a Copy or Counterpart thereof, which theſe Defendants refuſing to deliver or execute unto him unleſs he would confirm the ſaid Leaſe, He the ſaid Complainant did exhibit his ſaid Bill againſt theſe Defendants to enforce them to do the ſame. And that theſe Defendants thereupon

upon, to prevent all disputes concerning the said Lease, by advice of their Councel did authorize *T. B.* Esquire, to tender to the Complainant a Draught of a farther Assurance, drawn as these Defendants are advised and believe and hope to prove, pursuant to the said Covenant of the said Lease for farther Assurance, ready ingrossed in Parchment, with Wax ready to be Sealed, for him the said Complainant to execute, which (as these Defendants are informed by the said *T. B.* and believe) was duly tendred to the said Complainant to execute, and the said Complainant refused to execute the same: Whereupon these Defendants did exhibit their Bill in this Court against the Complainant, thereby (as these Defendants are advised) in substance setting forth the matters herein before pleaded, to enforce him to execute to her this Defendant a farther Assurance of the said Farm and Premisses, so demised, or by the said Indenture mentioned and intended to be demised to her this Defendant according to the said Covenant of his said Grandfather. To which Bill the said Complainant (as these Defendants are informed and believe) did put in a Demurrer, which being set down in the Paper to be Argued before the Right Honourable the Lord Keeper of the Great Seal of *England*, was, upon the opening thereof, submitted by the said Complainants own Council, to be such as that he could not maintain, and was thereupon over-ruled: Which mat-

ters ſo by theſe Defendants pleaded, they do aver and will prove as this Honourable Court ſhall award, and demand Judgment, *&c.* And they theſe Defendants ſaving to themſelves the benefit of their ſaid Plea, for Anſwer to the reſidue of the ſaid Complainants ſaid Bill of Complaint, ſay, That the ſaid Leaſe ſo made by the ſaid *F.P.* her this Defendants ſaid Father, deceaſed, to her this Defendant, doth not contain any Covenant on the part and behalf of her this Defendant, her Executors or Adminiſtrators or Aſſigns, to be performed or kept, or any other Covenant or Reſervation of Rent, than thoſe which are herein before by way of Plea ſet forth: And reſpectively deny, That they or either of them, to the knowledge of each other, or any other perſon or perſons for them or either of them, or by their or either of their delivery, conſent or privity, have or hath any of the Deeds, Writings, Muniments or Evidences belonging to the Eſtate of the ſaid Complainant, or to the Eſtate late of her this Defendants ſaid Father, deceaſed, or any part or parcel thereof, except the ſaid Leaſe ſo made to her this Defendant by her ſaid Father, as aforeſaid, or that they theſe Defendants or either of them, or any other perſon or perſons, for their or either of their uſes, or by their or either of their privity, conſent, or delivery, ever had or poſſeſſed himſelf, her ſelf, or themſelves, of any ſuch Deeds, Writings, Muniments or Evidences (except ſuch thereof

Anſwer.

thereof as were re-delivered to her this Defendants ſaid Father, in his life-time, or his Executors or one of them, immediately after his Death, the contents whereof or of any of them theſe Defendants know not, which the ſaid Complainant, as theſe Defendants believe, hath in his own cuſtody. And reſpectively deny that they or either of them, or any other perſon or perſons to their knowledge or behalf, did ever cancel or deface any of the ſaid Deeds or Evidences, belonging to the Eſtate of the Complainant or to the Eſtate of her this Defendants late Father, deceaſed (as by the ſaid Bill is ſcandalouſly and falſely alledged) and believe that the Complainant hath all the Deeds and Evidences concerning his Eſtate, which belong unto him, or which he ought to have in his own cuſtody, uncancelled and undefaced. And theſe Defendants likewiſe deny that they or any other perſon or perſons for them or either of them, or as Tenant or Tenants to them or either of them (to their knowledge or belief) have or hath or did at any time poſſeſs themſelves, himſelf, or her ſelf of any other part of the Eſtate of the ſaid Complainant, or late of her this Defendants ſaid Father, deceaſed, than what was demiſed or at leaſt mentioned or intended to be demiſed unto her by the ſaid Indenture of Leaſe (by which they juſtifie the detaining the poſſeſſion thereof) or that they theſe Defendants or either of them have or hath (to their knowledge)

at any time committed or cauſed or permitted to be committed, any waſt, ſpoil or deſtruction, upon the ſaid Premiſſes ſo to her this Defendant demiſed or mentioned or intended to be demiſed, as aforeſaid, or any part thereof, or upon other part or parcel of the Eſtate of the ſaid Complainant, as by his ſaid Bill is alledged, or otherwiſe howſoever. Or that they know of any other Eſtate or Right which they or either of them have, or that they do pretend to have any other Eſtate, Right or Title, of, into or out of the Eſtate of the Complainant, than what is herein before by way of Plea ſet forth. And ſhe this Defendant denies that ſhe did ever ſeal and deliver, or was required by her ſaid Father to ſeal and deliver any Counterpart of the ſaid Leaſe. But theſe Defendants ſay, That they are and ſhall be willing, and do now offer, as they have formerly offered, to deliver unto the ſaid Complainant at his Coſts and Charges, an authentick Copy, or to execute to him a Counterpart of their ſaid Leaſe, in caſe he will confirm the ſame, and make farther Aſſurance of the Premiſſes thereby demiſed, or mentioned or intended to be thereby demiſed to her this Defendant, according to the ſaid Covenant for the farther Aſſurance mentioned in the ſaid Leaſe. And they theſe Defendants do reſpectively deny all and all manner of Combination wherewith they are in and by the ſaid Complainants Bill of Complaint unjuſtly,

ly charged. And pray to be hence dismissed with Costs.

The Plea of N. L. *Gent. one of the Defendants to part, and his Answer to the residue of the Bill of Complaint of* W. B. *and* A. *his Wife, and* C. L. *and* J. *his Wife Complainants.*

THE said Defendants by Protestation, not confessing any the matters and things in the said Bill of Complaint alledged to be true, in such sort as the same are therein expressed; for Plea to so much thereof as seeks to draw in question in this Honourable Court, his this Defendants Title to the Lands and Tenements therein, or herein after mentioned, or any part thereof, or to deliver the said Deeds and Evidences unto them the said Complainants, or either of them, saith, That he this Defendant is advised by his Council, and assuredly believes, That *W. W.* in the said Complainants Bill of Complaint named, was seised in Fee or Fee Tayl, to him and the Heirs Male of his Body, of and in all those Messuages, Lands, Tenements and Hereditaments, in the said Complainants said Bill of Complaint mentioned, commonly called or known by the name or names of *S.* and *H.* scituate, lying and being in *T. W.* and *G.* or one of them, in the County of *S.* And also of and in all that Tenement commonly called or known by the name of

of *C.* ſcituate, lying and being in *T.W.* and *G.* aforeſaid, or in ſome or one of them. And that he the ſaid *W. W.* being ſo thereof ſeiſed and of the Age of four and twenty years and upwards, did in the Term of St. *Michael*, in the year of our Lord, 1654. in due form of Law, acknowledge and levy unto *E.C.* and *J. S.* and the Heirs of the ſaid *E.* in his Majeſties Court of Common Pleas at *Weſtminſter*, one Fine *ſur Conuzance de droit come ceo, &c.* with Proclamations, according to the Statute in that behalf made, of all and ſingular the ſaid Premiſſes. And that in the ſame Term a good and perfect Common Recovery, was in due form of Law had and ſuffered in the ſame Court of Common Pleas, of the ſame Premiſſes. In which Recovery *T. G.* and *E. H.* did demand the Premiſſes of the ſaid *E. C.* and *J. S.* who vouched to Warranty the ſaid *W. W.* who vouched over to Warranty the common Vouchee, as in and by the Records of the ſaid Fine with Proclamations and Common Recovery, relation being thereunto had, more fully and at large it doth and may appear. And that he this Defendant is adviſed by his Council and believes, That the ſaid Fine was ſo levied by the ſaid *W. W.* to the ſaid *E. C.* and *J. S.* as aforeſaid, to make them Tenants of the Free-hold thereof, that ſo a Common Recovery might be had and ſuffered thereof, in manner and form aforeſaid. And he this Defendant by way of Plea farther ſaith, That the ſaid *W. W.* in the

the year our Lord, 1663. dyed without
ſſue of his Body, and that *J.W.* the Com-
plainants Father, in their ſaid Bill named,
was living at the time of the death of the
ſaid *W.W.* and then was, as this Defendant
is informed and believes, and hopes to
prove, of the Age of one and twenty years
and upwards, and *compos mentis*, and at large,
and out of Priſon, and within the four Seas,
and that he the ſaid *J.W.* ſurvived the ſaid
W.W. above ten years and did not with-
in five years after proclamations had and
made upon the ſaid Fine, or at any time
after, proſecute any Title, Claim or Inte-
reſt, of, in or to the ſaid Meſſuages, Lands
and Premiſſes, or any part or parcel there-
of, by Action, lawful Entry, or otherwiſe,
ſo that (as he this Defendant is adviſed
by his Councel) the Remainder in the ſaid
Complainants ſaid Bill of Complaint alledg-
ed to be limitted of and in the ſaid Pre-
miſſes or any part thereof, to the ſaid *J.W.*
and his Heirs, for default of Heirs Male
of the Body of the ſaid *W.W.* by the pre-
tended laſt Will and Teſtament of Sir *E.W.*
in the ſaid Complainants ſaid Bill of Com-
plaint alſo named, was dock'd by the ſaid
Recovery, and that in caſe the ſaid Re-
mainder was not dock'd by the ſaid Reco-
very, yet however the ſaid Complainants
are barr'd of all Claim, of in and to the
ſaid Premiſſes, and every or any part of the
ſame by virtue thereof, by force of the
ſaid Fine with Proclamations thereupon,
and non-claim as aforeſaid. And he this De-

fendant

fendant doth aver his ſaid Plea, and humbly demands the Judgment of this honourable Court, whether he ſhall be compelled to make any farther Anſwer to the ſaid Complainants ſaid Bill of Complaint than what he hath herein after made. And he this Defendant ſaving to himſelf the benefit of his ſaid Plea for anſwer to the reſidue of the ſaid Complainants ſaid Bill of Complaint, ſaith, *&c.*

The Plea of *T. C.* Eſq; Defendant to part, and his Anſwer to the reſidue of the Bill of Complaint of *R. P.* Complainant.

The Defendant Pleads a Fine above ſixty years ſince from his Grandfather, of T. *part of the Premiſſes, and a Purchaſe of the other part above forty years, and that his Father and Brother enjoyed, and the Defendant now is the fourth diſcent from his Grandfather, and no Claim made by the Complainant or his Anceſtors.*

THIS Defendant by proteſtation not confeſſing or acknowledging all or any of the matters or things in the Bill mentioned to be true, in ſuch manner and form as the ſame are therein and thereby ſet forth, for Plea to ſo much thereof as is not herein after anſwered unto, ſaith, That *J. C.* Eſq; this Defendants Grandfather above ſixty years, was (amongſt other things) lawfully ſeiſed in Fee of the Premiſſes

miſſes in the Bill mentioned, called *T.* in the Pariſh, *&c.* And being ſo ſeized, he the ſaid *J. C.* received the Rents, Iſſues and Profits thereof for divers years. And in *Eaſter* Term in the 13th year of the Reign of King *Charles* the firſt, the ſaid *J. C.* levied a Fine, *Sur Conuzance de droit come ceo, &c.* of the ſaid Premiſſes called *T.* amongſt divers, Manors, Lands and Hereditaments, whereof he was then ſeized in Fee) as by the ſame remaining of Record in his Majeſties Court of Common Pleas at *Weſtminſter*, it may appear. And this Defendant for further Plea ſaith, That the ſaid *J. C.* having been for forty years in poſſeſſion of other the Lands and Premiſſes in the Bill mentioned, called *B.* and *C.* in the Pariſh of, *&c.* in the County of *Cornwal*, by virtue of ſeveral Leaſes to him thereof granted, for a term of years, determinable on the death of ſeveral perſons. He the ſaid *J. C.* on or about the 23th day of *May*, in the 15th year of the Reign of the ſaid late King *Charles* the firſt, by Deed then dated, duly executed for 60 *l.* by him paid, being a full Conſideration, purchaſed the Reverſion and Inheritance of the ſaid laſt mentioned Premiſſes, of and from one *J. M.* Eſq; To have and to hold the ſame, to the ſaid *J. C.* his Heirs and Aſſigns for ever; which ſaid laſt mentioned Premiſſes were either held of the Manor of *T.* in the ſaid County of *C.* whereof the ſaid *J. C.* was ſeized in Fee, or elſe the ſame was annexed thereto by the ſaid *J. C.*

and

and become parcel thereof, and the Tenants of the last mentioned Premisses do, and for many years last past have done and ought to do Suit and Service to the Court held of the said Manor of *T.* and the said *J. C.* this Defendants Grandfather being so seized of all the said Premisses, he the said *J. C.* about years since, dyed, by and after whose death the same did discend, remain or come upon *J. C.* Esq; his Son and Heir, this Defendants Father, who entred thereinto and was seized thereof, in Fee or Fee Tayl, as this Defendant believeth, and received the Rents and Profits thereof, and about years since the said *J. C.* this Defendants Father dyed thereof seized, by and after whose death the same did discend, remain or come unto or upon *J. C.* this Defendants eldest Brother, who was so seized thereof, in Fee or Fee Tayl, as this Defendant believes, and about years since dyed without issue, by and after whose death all the said Premisses, together with the said Manors of *T.* and divers other Manors, Lands and Tenements in the Counties of *D.* and *C.* did discend, remain, or come unto and upon this Defendant, being also the third Son of the said *J. C.* the Father who was seized thereof, in Fee or Fee Tail. And this Defendant being so seized in *Trinity* Term in the 26th year of his now Majesties Reign, levied a Fine *Sur Conuzance de droit come ceo*, with Ploclamations of the said

said Manors of *T.* and the said Messuages, Lands and Tenements in *K.* and several other Manors and Lands, as by the same remaining of Record in his Majesties said Court of Common Pleas at *Westminster*, may appear. And this Defendant doth aver, That neither the Complainant nor any of his Ancestors did enter into or claim the said Premisses, or any part thereof, or commence any Suit within five years next after the respective Fines levied by this Defendant and his said Grandfather. All which matters this Defendant doth aver to be true, and pleads the same in bar to the Complainants said Bill, and humbly craves the judgment of this Honourable Court whether this Defendant claiming in the fourth discent from his Grandfather, who absolutely purchased the Inheritance of part of the Premisses for above sixty years since, and the Reversion and Inheritance of the residue above one and forty years since, and under whose Title the possession hath ever since quietly gone, shall be compelled especially after such Fines with Proclamations on non-claims, to make any other Answer, or to give the Complainant any further discovery of his Title, or of any other matters of the Bill, saving that for Answer to the residue of the said Bill, this Defendant saith, The Complainant being very aged, and a *Pauper*, and this Defendant being threatned with a Suit, and not having looked into his Title, nor advised thereon, true it is he this Defendant Answer.

or

or some on his behalf offered the Complainant the Sum of but not if he would release his right to the Premisses, which offer was refused, and this Defendant not having made such offer out of any apprehension that the Complainant had any Title thereto, but meerly for peace sake, doth now refuse to perform the same, being well assured, That this Bill (wherein there are scandalous Reflections on this Defendant, as to pretended extravagances and incumbrances) is brought by the means or instigation of some persons who have brought many Suits against this Defendant to pry into his Estate and Title to create more, and thereby have put him to very great charges and expences, and denieth any other than as aforesaid, or that he this Defendant ever acknowledged that the inheritance of the Premisses, or any part thereof, or any Estate or Interest therein did belong to the Complainant, or that he this Defendant at any time seemed to be willing to convey the same, or to deliver any Deeds, Writings or Evidences to the Complainant, but justifieth the keeping of such Deeds and Writings, as he hath for the reasons in his Plea, and prays to be hence dismissed with his Costs.

The

The Plea of *T. W.* Defendant to the Bill of Complaint of *J. C.* Complainant.

The Defendant Pleads the Statute of Frauds and Perjuries in Bar to the Complainants Bill.

THIS Defendant by Proteſtation not confeſſing or acknowledging all or any of the matters in the Plaintiffs Bill contained to be true, in ſuch manner as the ſame is therein and thereby ſet forth, ſaith, That he is adviſed That the Plaintiff by his ſaid Bill ſeeks to have a diſcovery of a ſuppoſed Marriage Agreement or Promiſe ſuggeſted to be made by the Defendant in *Auguſt*, in the year of our Lord, one thouſand ſix hundred and eighty four, or at ſome time ſince, to pay unto the Complainant the Sum of one hundred pounds, as a Marriage Portion, upon the Plaintiffs Marriage with *M* his late Wife, deceaſed, and to be relieved thereupon. To which diſcovery and relief, This Defendant, as adviſed, doth plead, and for Plea thereunto ſaith, That by a Statute or Act of Parliament made in the 29th year of the Reign of our late Soveraign Lord King *Charles* the ſecond, of ever bleſſed Memory, Entituled, an Act for Prevention of Frauds and Perjuries. It is, amongſt other things Enacted, That from and after the 24th day of *June*, in the year of our Lord, one thouſand ſix hun- Sect. 22.

dred seventy seven, no Action shall be brought whereby to charge any person upon any Agreement made upon consideration of Marriage, unless the Agreement upon which such Action shall be brought or some *Memorandum* or Note thereof shall be in Writing or signed by the Party to be charged therewith, or some other person thereto by him authorized, or to that very effect, which Statute, and particularly the said Clause therein this Defendant doth plead in Bar of the Plaintiffs demands the Plaintiff not suggesting that the Agreement or Promise by his Bill suggested to be made, was ever put in Writing and signed by this Defendant or by any other person by his Order. And this Defendant doth humbly demand the Judgment of this honourable Court, whether this Defendant shall be compelled to make any other or farther Answer thereto. And doth humbly pray to be hence dismissed, *&c.*

The

The Plea and Demurrer of *E. C.* and *D. B.* Defendants to the Bill of Review of *J. M.* Complainant.

The Defendants for Plea alledge Cause for not setting forth the Decree and dismission truly, but alledging new and forreign Matters not in the Decree, and praying Process generally to Answer and not to Review. For Demurrer say, There are no Errors in Law in the Body of the Decree or Dismission, nor any new matter in the Bill of Review, nor any Order for bringing the same, nor Allegations and Averments therein set forth, sufficient Causes for reviewing or reversing a Decree.

THE said Defendants by protestation not confessing or acknowledging all or any the matters or things in the said Bill contained to be true, in such manner and form as the same are therein and thereby set forth; for Plea thereunto do say, That by the course and practise of this honourable Court, no Decree ought to be reviewed or reversed by any original Bill or otherwise, than by Bill of review for Error apparent in the Body of the Decree or upon new matter come to the Parties knowledge after the making of such Decree, and that by leave of the Court only; wherefore, and for that the said Bill of review or original Bill, the same not setting

forth the Decree and diſmiſſion truly, but alledging new and foreign matter, not contained in the Decree, and praying proceſs generally to Anſwer and not to Review, they theſe Defendants do plead the ſaid Decree and diſmiſſion, which are in theſe words following, (*viz.*) [Set forth the Decree *Verbatim.*] As by the ſaid Decree and diſmiſſion remaining of Record in this Honourable Court, it may more fully appear. And theſe Defendants do demur to the ſaid Bill, and for Cauſe of demurrer ſay, That the pretended Errors by the Plaintiffs Bill ſuggeſted to be in the ſaid Decree and diſmiſſion, or any of them, are not Errors in Law appearing within the Body of the Decree or diſmiſſion, nor any ſufficient matter in the Bill ſet forth to have come to the Complainants knowledge ſince the making of the ſaid Decree for reviewing or reverſing thereof, nor doth it appear by the Bill, That the Complainant had obtained an Order or leave of this Court to bring a Bill of Review or new matter; nor are the Allegations or Averments in the Bill ſet forth, ſufficient Cauſes or grounds for reviewing or reverſing a Decree. Wherefore, and for divers other imperfections in the ſaid Bill appearing, theſe Defendants do demur in Law, and crave the Judgment of this honourable Court whether they ſhall be compelled to give any farther anſwer thereto. And pray to be diſmiſt with their Coſts in this behalf moſt wrongfully ſuſtained.

A

A Man takes Administration out of the Province of York, *and Sues for a Debt due by a Debtor to the Intestate, who lives within the Province of* Canterbury. *The Defendant pleads as followeth.* Viz.

THE Defendant by protestation, *&c.* for Plea thereunto this Defendant saith, That whereas the Complainant in his Bill of Complaint sets forth that he is Administrator of all and singular the Goods and Chattels, Rights and Credits of *J. W.* in the Bill named, with Letters of Administration the Complainant obtained out of the Prerogative Court of *York*, in which Province the chiefest part of the Estate of the said *J. W.* lyes, in the hands of several persons, and in the hands of several other persons lying in remote places, and amongst the rest, That some part of the Estate of the said *J. W.* lyes in the hands of this Defendant, who lives near *L.* in the County of *L.* That he was Debtor to the said *J. W.* in his life-time, in the Sum of one hundred and fifty pounds, and that the said Plaintiff is intituled thereunto, and to the whole personal Estate of the said *J. W.* by force and virtue of the taking the same Letters of Administration, out of the said Prerogative Court of *York*. And the scope of the Bill is to have an Account from this Defendant of the said Sum of one hundred and fifty pounds. Unto which Sect. 23.

ſaid Bill this Defendant is adviſed he ought not to Anſwer, and for Plea thereunto ſaith, That the Complainant by his ſaid Bill of Complaint doth not make any Title to himſelf unto the ſaid one hundred and fifty pounds, if any ſuch there be remaining in the hands of this Defendant, and therefore ought not to call this Defendant to an account for the ſame; for it appears by the Complainants Bill, that he hath only taken out Letters of Adminiſtration out of the Prerogative Court of *York*, of the Goods and Chattels, Rights and Credits of the ſaid *J. W.* which can only intitle him to the perſonal Eſtate of the ſaid *J. W.* which lyes within the Province of *York*, but not to any part of the Eſtate of the ſaid *J. W.* lying within the Province of *Canterbury*, and it appearing of the Complainants own ſhewing in his ſaid Bill, That this Defendant liveth near *L.* in the County of *L.* as in truth he doth and hath done ſeveral years laſt paſt, and *Lincoln* being within the Province of *Canterbury* and not within the Province of *York*, and ſo the Debt pretended by the Bill to be due from this Defendant to the ſaid *J. W.* if any ſuch be, being due from this Defendant within the Province of *Canterbury*, the Complainant cannot be intituled thereto, without taking forth Letters of Adminiſtration out of the Prerogative Court of *Canterbury*, of the Goods and Chattels, Rights and Credits of the ſaid *J. W.* for which cauſe this Defendant humbly prays

the

the Judgment of this honourable Court, whether he ſhall make any anſwer to the ſaid Bill, and prays to be hence diſmiſſed with his reaſonable Coſts in this behalf moſt wrongfully ſuſtained.

The Plea of T. W. *Defendant by* T. B. *his Guardian to the Bill of Complaint of* W. A. *Eſq; Complainant.*

THE ſaid Defendant by his Guardian not confeſſing or acknowledging any the matters or things in the ſaid Bill of Complaint contained or alledged againſt this Defendant to be true, in ſuch manner and form as the ſame are therein ſet forth. And ſaving to himſelf now and at all times hereafter, all manner of Advantage and benefit of Exception to the incertainties, defects, inſufficiencies and imperfections of the ſaid Bill of Complaint; for Plea thereunto this Defendant by his Guardian ſaith, under favour of this Honourable Court, That as he is adviſed by his Councel, that perſons lawfully put in Exigent and Outlawed by the Common Laws of this Nation, for any matter or cauſe whatſoever, are, during the time of their ſo ſtanding Outlawed and the Outlawry unreverſed, diſabled to commence or proſecute any Suit or Action at the Common Law or in Equity againſt any perſon or perſons in any of their Majeſties Courts at *Weſtminſter*, ſo far forth that the perſon or perſons againſt whom A Plea of Outlawry.

such Suit or Action shall be commenced, may lawfully plead such Outlawry in bar of such Action or Suit. And farther this Defendant by his said Guardian saith, That the now Complainant *W. A.* now standeth Outlawed in their Majesties Court of Common-Pleas at *Westminster*, by the name of *W. A.* at the Suit of the Defendant, in a Plea of Trespass, as in and by the said Outlawry hereunto annexed, to which this Defendant by his said Guardian humbly prays he may refer himself, relation being thereunto had, it may more fully appear. And this Defendant doth aver, That the said Complainant and the said *W. A.* so Outlawed, as aforesaid, is one and the same person, and not divers. And therefore the said Defendant by his Guardian, for the cause and reason aforesaid, doth by way of Plea abide in Law thereupon resting in and upon the grave Judgment of this honourable Court, whether he for the present shall be or ought to be by the Rules of the Law, compelled to give any farther or other Answer to the said Bill of Complaint, or any of the matters or things therein contained. All and every of which said matters he this Defendant by his said Guardian will be at all times ready to answer and prove as this most honourable Court shall award. And humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully had and sustained.

The

The Plea of W. J. *one of the Defendants to the Bill of Complaint of* W. C. *Complainant.*

Sect. 24. A Releaſe pleaded.

THE ſaid Defendant not confeſſing or acknowledging all or any the matters or things in the Bill of Complaint contained to be true, in ſuch manner and form as in and by the Bill of Complaint is ſuppoſed; for Plea thereunto the ſaid Defendant ſaith, That the aforeſaid *W. C.* (ſetting forth the ſeveral matters in the Bill mentioned, *viz.*) the day of in the year of our Lord, 1689. by a certain Writing of Releaſe bearing date the ſame day and year, which the ſaid *W. J.* produceth here in Court; by the name of *W. C.* of *London*, Gent. for good Conſiderations him thereunto moving, did, for him, his Heirs, Executors and Adminiſtrators, remiſe, releaſe, and for ever quit claim unto the ſaid Defendant by the name of *W. J.* of *London*, Gentleman, his Heirs Executors and Adminiſtrators, all and all manner of Actions, Suits, Quarrels, Reckonings, Accounts, Debts, Dues, Duties, Bills Bonds, Sum and Sums of Mony and Demands whatſoever, from the beginning of the World until the day of the date of the ſaid Writing of Releaſe, as by the ſame may appear; and this he is ready to prove and thereupon demandeth Judgment, if he the ſaid Defendant ſhall make any farther

Anſwer

Answer unto the said Bill of Complaint, and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully had and sustained.

The several Answer of Sir E. D. *Knight, one of the Defendants to the Bill of Complaint of the Right Honourable* Margaret, *Lady* S. *Widdow of the Right Honourable* J. *Lord* S. *deceased.*

See the Bill to this Answer before among the Bills of the second part.

THE said Defendant saving and reserving to himself now and all times hereafter, all Advantage and benefit of Exception to the manifold Incertainties and Imperfections of the Complainants said Bill, for Answer thereunto or unto so much thereof as materially concerneth this Defendant (as he is advised) to make Answer unto, answereth and saith, He believeth the Complainant may be one of the Daughters of *James* late Earl of *Salisbury*, and that she may be intituled by virtue of the Will and Settlements of the said late Earl, to a Portion of ten thousand pounds, as in the Bill is mentioned, and payable as is therein also mentioned; To which said Will and Settlements this Defendant refers himself for more certainty. And this Defendant farther saith, That after such or the like Act of Parliament (for enabling such persons Trustees in the said Act named, to sell such part of the Estate of the said late Earl of

Salisbury, for payment of such Debts, Portions and other Sums of Mony therein mentioned) was procured and passed, as in the said Bill is set forth, this Defendant did agree and contract for the Purchase of the Manor of *A. L.* and divers Lands and Hereditaments in the Parish of *Chesthunt*, in the Bill mentioned, for seventeen thousand five hundred pounds, which said Sum this Defendant believes was by the Trustees named in the said Act appointed to be paid in such proportion and to such several persons, as in the Complainants Bill is mentioned, and particularly the Sum of five thousand two hundred seventy seven pounds ten shillings, was appointed to be paid to the Lord *S.* who was then intermarried with the now Complainant, and since deceased; but as touching the intention of *James* now Earl of *Salisbury*, and of the Trustees in the Bill named, that the same Mony should not be paid to the said Lord until he had made such Settlement on the Complainant as in the Bill is mentioned, or what discourses were between them relating to the said Settlement, or of the Lord *S.*'s being sued to compel him to make the same, this Defendant is a stranger thereto. But this Defendant saith, That there was a meeting appointed at *Salisbury*-House before the Lord *S.*'s death, touching this Defendants paying of his Purchase-Mony; and this Defendant hearing that *C. S.* in the Bill named was to receive part thereof, this Defendant appointed the said *S.* to be present

ſent at the ſaid meeting, and the Lord *Salisbury* being acquainted that the ſaid Mr. *S.* did attend accordingly, after ſome time a perſon was ſent out of the Room by the Lord *Salisbury* to tell Mr. *S.* who was in another Room, that the other perſons who were to receive the Purchaſe-Mony, were not preſent, and therefore nothing could be then done, or to that effect. And this Defendant ſaith, That upon a farther diſcourſe then had with Mr. *S.* and Mr. *F.* two of the Truſtees, touching the ſaid five thouſand two hundred and ſeventy ſeven pounds and ten ſhillings, they, together with the ſaid Earl of *Salisbury*, did forbid this Defendant to pay the ſame to Mr. *S.* or to any other, till farther Order, or to that effect. And at another time after the report of the Lord *S.*'s death, when this Defendant paid other perſons that were to receive other parts of the Purchaſe-Mony, this Defendant was again by the ſaid Earl of *Salisbury* and the two Truſtees aforeſaid, forbid the payment of the ſaid Mony to the ſaid Mr. *S.* or any other perſon, or to that effect. And this Defendant ſaith, That afterwards, as he believes, the other Defendant *J. F.* on his ſerving a Subpœna on this Defendant to Anſwer the now Complainants Bill, might tell this Defendant that he ſhould not pay the ſaid Mony payable to the Lord *S.* otherwiſe than as the Court of *Chancery* ſhould order or direct, or to that effect. But this Defendant doth not remember that the ſaid Mr. *F.* or any other perſon ever de-

manded the said Mony of this Defendant
the part of the said Complainant. And
is Defendant believes he might say to the
w Lord *Salisbury*, after this Defendant
d been forbidden to pay the said Mony
aforesaid, that he this Defendant would
pay the said Mony, until he had first
quainted the Lord *Salisbury* with it, or
rds to that effect. And this Defendant
ith, That notwithstanding the Convey-
ces were executed at such time as in
Bill is mentioned, yet this Defendant
nies that he retarded the perfecting of
said Conveyances, or refused payment
the Purchase-Mony, but was ready to
the same, in case these differences which
arise touching the payment thereof had
en setled. And this Defendant doth con-
s, That he having employed Mr. *E.* and
r. *W.* in transacting the said Purchase, and
paring the Purchase Deeds, this Defendant
lieves the Deeds were left in the hands
the said Mr. *E.* and *W.* or one of them.
d this Defendant saith, That differences
ising touching this Defendants payment
the Purchase-Mony, he confesseth there
s a meeting at Sir *A. K.*'s in the Bill
entioned, but there was not then any
commodation of the differences; and the
ord *Salisbury* being then accused of some
atters, on which accusation he was then
Custody, and although this Defendant
ight hear the Earl was innocent of it,
et this Defendant was advised by his Coun-
el it was not safe for him to pay the said
Mony

Mony until the Earl was discharged. And this Defendant denies he ever declined the said Purchase, but was always willing and ready to pay the said Purchase-Mony to the several persons who ought to receive the same, when ever this Defendant could safely pay the same. And this Defendant saith, That the said *C. S.* after the report of the Lord *S.*'s death, having shewed this Defendant some Letter or Order to receive the said Mony, or part thereof, and having made a demand of the same of this Defendant, and having Exhibited his Bill in this Court against this Defendant for the same: And this Defendant having likewise heard of some right or title the now Complainant pretends thereto, he this Defendant was advised it was not safe to pay the said Mony, until the pretences of the said Parties were first determined; and therefore this Defendant submits himself to this honourable Court, to whom he ought to pay the said five thousand two hundred seventy seven pounds, ten shillings, he having kept such a Sum by him, without making any interest of the same, always ready for that purpose, and is ready to pay the same to such Person as this Honourable Court shall direct, he being indempnified for so doing, and being legally discharged thereof, and paid his Costs of this Suit, and of the said Suit brought against him by the said *C. S.* And this Defendant denies the Combination charged in and by the said Bill, without that, that, *&c.*

The

The farther Answer of the same Defendant.

THIS Defendant saving as in his former Answer he hath already saved, for farther Answer to the said Complainants said Bill of Complaint saith, That an Act of Parliament being passed for the Sale of the Estate of *James* late Earl of *Salisbury*, deceased, for payment of the said several Sums of Mony in the said Act particularly mentioned. This Defendant did Contract for the Purchase of the Manor of *A.* and other Lands and Tenements in the Parish of *C.* in the Bill mentioned, for the Sum of Seventeen thousand five hundred pounds, which was by the Trustees in the said Act named, appointed to be paid in such manner as in the Bill is set forth; and particularly the Sum of five thousand two hundred seventy-seven pounds, ten shillings, was to be paid to the Right Honourable *John* Lord *S.* since deceased. And this Defendant further saith, That Conveyances were executed accordingly, by the Earl of *Salisbury* and the Trustees, on or about the 10th day of *May*, 1692. And this Defendant further saith, That the said Earl of *Salisbury* was the next day (to the best of this Defendants remembrance) committed to the Tower, but the particulars of the Accusation, or the Crime laid to the charge of the said Earl, this Defendant knows not, but hath heard that the said Earl was not Guilty of

of the matters whereof he was accuſed. And this Defendant confeſſeth, That ſome time after the ſaid Earl was ſo Committed to the *Tower*, as aforeſaid, there was ſuch meeting at the Houſe of Sir *A. K.* as in the Bill is alledged, between the perſons in the Bill for that purpoſe named, and this Defendant believes he may have heard the ſaid Earl was bailed out upon Security to appear at the *Kings-Bench*, as in the Bill is mentioned; but this Defendant believes that the ſaid Earl was not abſolutely diſcharged until the laſt day of *Michaelmas* Term laſt, and this Defendant being adviſed by his Councel, he could not ſafely pay his Purchaſe-Mony, till the ſaid Earl was finally diſcharged of his ſaid Impriſonment, This Defendant confeſſeth, that he did not pay any part of the Purchaſe-Mony, until the thirtieth day of *November* laſt. And this Defendant confeſſeth, That at the ſaid meeting at Sir *A.K.*'s Houſe, there might be ſuch or the like Propoſals as in the Bill, but nothing was agreed upon, none of the ſaid Perſons being willing to run any hazard of the loſs of the ſaid Mony. And this Defendant believes that the ſaid Truſtees and their Counſel might thereupon at that time preſs this Defendant to quit the ſaid Purchaſe, and re-convey his ſaid Eſtate, affirming there were ſeveral Perſons that were deſirous to buy the ſame, and give as much or more than this Defendant, notwithſtanding ſuch Accuſation and Impriſonment of the ſaid Earl:

But

But this Defendant acknowledgeth he did refuse to re-convey the said Estate, having kept the Purchase-Mony in his Hands a considerable time, and being then willing and ready to have paid his Mony, if he could have done it safely. And this Defendant believes he might be told, That a Bill should be forthwith filed against him, to compel him to proceed or quit the said Purchase. And this Defendant farther saith, That true it is, That some time after the said meeting, this Defendant was informed that Mr. *C.* and Sir *W. F.* had commenced a Suit in this Court against this Defendant, to compel this Defendant to pay them their shares of the Purchase-Mony, or to re-convey the said Purchased Premisses to the said Trustees, or to some such effect, as in the Bill is alledged. And this Defendant believes he might be served with Process to appear and answer the said Bill, and that an Attachment might issue against this Defendant for not answering the said Bill; but upon this Defendants declaring to Mr. *F.* that this Defendant doubted not but to agree the matter, or to that effect, the said Mr. *F.* promised this Defendant, that no advantage should be taken thereof, or to some such effect. And soon after the said matter was agreed, and the said Mr. *R. C.* and Sir *W. F.* were paid their proportions or shares of the Purchase-Mony accordingly. And this Defendant saith, That by reason of such disputes the perfecting the Purchase was delayed, and there arising farther disputes between

the said Earl of *Salisbury* and this Defendant, touching the Interest of the Purchase-Mony, a meeting was appointed at *Salisbury* House, on or about the three and twentieth day of *November* last, and C. S. in the Bill named claiming some part of the Purchase-Mony, by virtue of some order or appointment from the Lord *S.* as the said *S.* affirmed, this Defendant acquainted the said *S.* with the said meeting, who accordingly attended at *Salisbury* House, but the Parties not meeting according to their appointment, nothing was done at that time. And the Lord *Salisbury* did then and not before (to the best of this Defendants remembrance,) forbid this Defendant to pay any of the Purchase-Mony to the Lord *S.* or his order; and this Defendant did thereupon promise the Lord *Salisbury* that he would not part with any of the Mony out of his Hands, without first acquainting him the said Lord *Salisbury* or the Trustees, or some of them therewith. But this Defendant doth not remember that the said Earl or the Trustees, or any of them declared the Lord *S.* should not be paid till he had made a Settlement, or that they would have sued him to compel him to make such Settlement but for his Priviledge of Parliament, or that they the said Lord *Salisbury* and the Trustees, or any of them, did then or at any other time make such or any other declaration to the effect in the Bill, in this Defendants presence (to the best of this Defendants remembrance.) And this Defendant

dant farther saith, That a second meeting being appointed on or about the thirtieth day of *November* last, in order to settle the differences between the said Earl of *Salisbury* and this Defendant about the Interest, and in order to pay the Purchase-Mony, as was appointed to be paid by the Deeds of Purchase, This Defendant to prevent disputes for the future, and that he might quietly enjoy the Estate so Purchased by this Defendant, did allow the said Earl of *Salisbury* a considerable Sum of Mony for the Interest of the whole Purchase-Mony, the said Earl (to the best of this Defendants remembrance) alledging that he was not obliged to pay Mr. *C.* Sir *W. F.* or the Lord *S.* till *December* then next. But how the matter between them was agreed, this Defendant knows not. And this Defendant saith, That all disputes about Interest betwixt this Defendant and the said Earl of *Salisbury* were adjusted that evening, and this Defendant was then informed that the Lord *S.* dyed in the morning of the same day. And this Defendant did at the same time pay Sir *W. F.* and Mr. *C.* their proportions of the Purchase-Mony, by delivering to them Goldsmiths Notes for the same, payable to themselves or Bearer; and this Defendant at the same time gave his own Note to the said Earl of *Salisbury* for the Interest-Mony, and gave a Goldsmiths Note to Mr. *W.* to give to the Arch-Bishop of *Canterbury*, for his share of the Purchase-Mony, upon his executing the Conveyances.

veyances. And this Defendant knows nothing of Mr. *C.*'s and Sir *W. F.*'s refusing to accept him this Defendant for their pay-Master. And this Defendant saith, That this Defendants said Purchase-Mony lay at the Goldsmiths ready to be paid at the time the Conveyances were executed. And this Defendant had taken the Goldsmiths Notes for the Monies payable to the respective Parties, who were intituled to receive the same. But the said Earl being committed to the *Tower*, this Defendant did some time after cause the same to be changed into this Defendants own Name. And this Defendant did about nine days before the said disputes were ended, and Mony paid as aforesaid, take the said Notes which were then delivered to the said several persons, as aforesaid, in the said persons Names. And this Defendant saith, That the same night the said disputes were ended and the Monies paid as aforesaid, and not before, Mr. *C.* and Sir *W. F.* did execute such Conveyances, and the said Earl of *Salisbury* and the said Trustees did then consent the said Conveyances should be delivered to this Defendant, this Defendant not desiring to have them before. And this Defendant did then and thereupon execute a Counterpart thereof, and directed Mr. *W.* to carry the Conveyances the next day to *Lambeth* to the Arch-Bishop of *Canterbury*, to be executed by him, and to take his Graces Receit for his share of the Purchase-Mony. And this Defendant saith, That he was not present

preſent when the Receit Indorſed on the ſaid Conveyances was ſubſcribed by the Lord *S.* but this Defendant believes he might about the time in the Bill mentioned, hear Mr. *E.* in the preſence of Mr. *S.* one of the Truſtees, ſpeak of carrying the Conveyances to the Lord *S.* and Mr. *S.* not oppoſing it, this Defendant was ſatisfied therewith, and believes the ſaid Conveyances were accordingly carried. And this Defendant acknowledgeth, That the Lord S. and Mr. *R.* preſſing this Defendant for the Mony payable to the Lord *S.* before the Lord *Salisbury* was diſcharged from his Impriſonment, and the diſputes between him and this Defendant ended, this Defendant did refuſe to pay the ſame, and for the ſame reaſons did refuſe to pay to Mr. *S.* the Monies demanded by him, when he applied himſelf to this Defendant for the ſame, but the certain times when, this Defendant doth not remember. And this Defendant doth not remember, that either the ſaid Lord *S.* or Mr. *S.* or either of them, or any perſon on their or either of their behalf, offered this Defendant any abatement, or gratuity, in conſideration of him this Defendants paying them or either of them the ſaid Mony. But this Defendant confeſſeth, That ſome time after the death of the Lord *S.* Mr. *S.* offered to give this Defendant Security to ſave him this Defendant harmleſs, if this Defendant would pay the Monies to him, but this Defendant refuſed to pay the ſame to him, for that

this Defendant had been forbid by the Earl of *Salisbury*, to pay the Monies either to the Lord *S.* or Mr. *S.* And this Defendant had promiſed the ſaid Earl not to part with the ſaid Mony without acquainting him the ſaid Earl or the Truſtees therewith. And Mr. *F.* afterwards alſo ſerved this Defendant with a Subpœna to anſwer a Bill in this Court, at the now Complainants Suit, and had alſo forbid this Defendant to part with the Mony, without the Order of this Court. And this Defendant believes that the Conveyances after they were executed, were left in the Hands of Mr. *E.* and Mr. *W.* and this Defendant never demanded the ſame of them, until after he had paid all his Purchaſe-Mony, except ſuch part thereof as belonged to the Lord *S.* And knows of no Agreement that the ſaid Conveyances ſhould lye in the Hands of the ſaid Mr. *W.* and Mr. *E.* in Truſt for all Parties, nor remembers that there was any diſcourſe to ſuch effect, or any ſuch thing mentioned. And this Defendant doth not remember any diſcourſes between the Earl of *Salisbury* and Mr. *S.* and Mr. *F.* in the Bill mentioned, or any of them, about keeping private or concealing from the Lord *S.* what Mony was appointed to be paid to him, nor what debates might ariſe about the ſame. But this Defendant believes, That upon his asking the ſaid Earl or ſome of the Company what he ſhould do with the five thouſand and odd pounds in his Hands, they or ſome of them told him he

muſt

must keep it till farther Order from them, or to that effect, and believes that the said persons, or some of them might then say, that the said Mony was part of the Lady *Stawels* Portion, but doth not remember that the said Persons, or any of them, said that the Lord *Salisbury* had a right to retain the same, in regard there was no Settlement made upon her, or words to that effect. Without that, that, *&c.*

The farther Answer of C. S. *and* E. S. *Esqrs; two of the Defendants to the Bill of Complaint of the Right Honourable* M. *Lady* Stawel, *Complainant.*

THE said Defendants for farther satisfaction of this Honourable Court, for Answer to the several Exceptions taken by the Complainant to their former Answer, say, as they are advised, That their former Answer by them put in to the said Complainants Bill, is sufficient to all the material charges thereof, howbeit they these Defendants and either of them, for a farther Answer thereunto say, They did not know, hear, or were informed until some few days before the death of the Lord *Stawel*, that the Conveyances to Sir *E. D.* were executed by the Earl of *Salisbury* and the Trustees, nor do they know or did hear, or were informed of the time when the said Deeds were so executed by the said Earl and Trustees, or whether in the

Month of *May*, or any other time, save as aforesaid; nor how long before the Purchase-Mony was paid, nor do these Defendants or either of them know or were informed the certain time when the said Earl was committed to the *Tower*, nor whether the Conveyances were executed the same day the Earl was committed to the *Tower*, or any other day, nor when he was Bayled, but they heard he was discharged in or about *Michaelmas*-Term last. And these Defendants say, They did hear Sir *E. D.* did after the said Earls commitment refuse to pay the Purchase-Mony, but the certain time when they heard the same, or from whom, they these Defendants or either of them say they can't remember. And these Defendants and either of them farther say, they did not know, hear or were informed by Mr. *W.* or any other person, after the said Lord *Salisbury* was discharged, nor till after the Lord *S.* his death, that the said Earl did insist, that Sir *E. D.* ought to pay interest for all the Purchase-Mony, from the executing the Conveyances until it should be paid; nor do these Defendants or either of them know or were informed how long the said disputes about the Interest lasted, or continued, or what the debates were touching the same, nor doth it any way concern them, as they conceive. And these Defendants and either of them say, they do not know nor were informed by Mr. *W.* or any others, that *R. C.* Esq; and Sir *W. F.*

would

would not accept of the said Sir *E. D.* for their Pay-master, and discharge the Trust Estate, nor do these Defendants know or have been informed otherwise than by the Complainants Bill, of any Bill or Suit in this honourable Court, by them the said Mr. *C.* and Sir *F. W.* brought, that they might be satisfied their Portions out of the Trust Estate. And these Defendants do severally say, they do not know, have heard or were informed by Mr. *W.* or any other person or persons, or otherwise than by the Complainants Bill, that the Conveyances to Sir *E. D.* did remain deposited in the hands of Mr. *J. W.* and Mr. *T. E.* in trust for the benefit of all parties concerned therein, and to be delivered out either to the said Sir *E. D.* or to the said Earl of *Salisbury* and the said Trustees, according as they should afterwards agree among themselves, as by the Bill is set forth and pretended, or upon any other account whatsoever. And these Defendants farther severally say, they did not know, hear, or were informed till after the death of the Lord *S.* of Mr. *W.* or any other person, of the meeting at Sir *A. K.*'s nor do know what matters or business were there treated or advised on behalf of Sir *E. D.* the said Earl and Trustees, or any of them, nor of depositing the Purchase-Mony in a third persons Hands, until the said Earl should be discharged, or be lent out to the Exchequer, nor what Scruples the said Sir *E.* made, or that he would not pay the Purchase-Mony till

till the ſaid Earl was finally diſcharged; nor do theſe Defendants know or were informed what was then agreed or not agreed to by the ſaid Parties nor any of them, or that their Councel did preſs the ſaid Sir *E. D.* to quit the ſaid Purchaſe, and re-convey the ſaid Eſtate, or that there were other perſons that were deſirous to buy the ſame, nor were theſe Defendants informed that Sir *E. D.* was then or at any other time told a Bill ſhould be filed againſt him, to compel him either to quit the Purchaſe or proceed therein, nor did theſe Defendants know, hear, or were informed till after the death of the Lord *S.* by Mr. *W.* or any other, that a Suit was commenced againſt Sir *E. D.* by Mr. *R.C.* and Sir *W. F.* or any other perſon, to compel him to pay them their ſhares of the Purchaſe-Mony, or to re-convey the Premiſſes to the Truſtees or quit the Purchaſe, nor did theſe Defendants know or were informed that any Bill was filed, or any proceedings made in the ſame Suit, or of any Attatchment taken out againſt the ſaid Sir *E. D.* or that he was ſeveral times told by the Truſtees in the Bill named, or any other, that he ſhould be Arreſted thereupon. And theſe Defendants and either of them farther ſay, they do not know, nor were informed by Mr. *W.* or any other, that Sir *E. D.* did decline the ſaid Purchaſe; but theſe Defendants confeſs, they did hear and were informed that Sir *E. D.* had Mony lay ready in Goldſmiths Hands, for the paying the Pur-

urchaſe-Mony ſo ſoon as the Lord *Sa-*
lsbury was diſcharged, but the preciſe time
hen they were ſo informed, or by whom,
eſe Defendants cannot remember; nor
o theſe Defendants know, have heard, or
ere informed that Sir *E. D.* did, after he
eard of the ſaid Earls Impriſonment, deli-
r up the ſaid Goldſmiths Notes, and took
her Notes to himſelf, or diſpoſed of the
id Mony or any part thereof for other
rpoſes, or whether he did not take any
oldſmiths Notes afterwards, till he and
e Earl had ended their diſputes about
tereſt. But this Defendant *S.* ſaith, That
or about the three and twentieth day
November laſt, when the ſaid Sir *E. D.*
me to this Defendants Shop, and did
ppoint him to meet in the ſame Afternoon,
Salisbury-Houſe, about receiving the Mo-
ſo aſſigned to him by the Lord *S.* he
ſaid Sir *E.* then told this Defendant he
taken Goldſmiths Notes for ſome of the
Purchaſe-Mony; but theſe Defendants
erally ſay, they know not, have heard,
were informed, otherwiſe than by the
mplainants Bill, when the diſputes about
tereſt between the ſaid Earl, and the ſaid
E. D. were ended. And theſe Defen-
nts and either of them farther ſay, they
not believe, or have heard, or been in-
med that when Mr. *E.* carryed the Con-
yances to the Lord *S.* to be executed,
t he ſigned a Receipt indorſed there-
on, for his part of the Purchaſe-Mony,
t it was all done without the privity,
knowledge

knowledge or consent of the said Sir *E.D.* the Earl of *Salisbury*, or the said Trustees, or any of them, but these Defendants do severally say, they believe and doubt not but it will be made appear, that the said Deeds were so carried by Mr. *E.* and the Receipt made and all got executed by and with the direction, consent or knowledge of the said Sir *E. D.* the said Earl and Trustees. And this Defendant *S.* farther saith and denieth he had private or any intimations from the said Mr. *W.* or *E. D.* or any other, how the said Purchase proceeded, or what likelyhood there was of accommodating any disputes relating thereunto, till in or about the Month of *November* last. And this Defendant *S.* saith he did after the three and twentieth of *November* last, and not before, when he had the Lord *S.*'s farther Order, several times earnestly request the said Sir *E. D.* to pay the said five thousand two hundred seventy seven pounds ten shillings to him: And he did hear that Mr. *R.* had often before pressed Sir *E.* to pay the said Mony to the Lord. *S.* But this Defendant *S.* denies that he, or the said Mr. *R.* or any other to his knowledge or with his privity or direction, either before or after the Lord *S.*'s death did offer the said Sir *E. D.* any manner of abatement, allowance or gratuity, if he would pay the said Mony. But this Defendant believes that Sir *E. D.* was more cautious and fearful of trouble than he had any just reason for, and that made him de-

lay and refuſe to pay the ſaid Mony to
Defendant, although he ſafely might
ought to have paid the ſame, as this
fendant is adviſed and humbly conceives.
d theſe Defendants ſeverally deny they
de any application to the ſaid *W.* and
or either of them to produce the Deeds
the Lord *S.* to execute; but this
fendant *S.* ſaith, notice was ſent him,
as he remembers, Mr. *R.* did alſo leave
rd for this Defendant to attend on Mr.
on the ſaid two and twentieth of *No-*
mber laſt, to ſee the Lord *S.* execute the
Conveyance, and accordingly he ſaith
did go with Mr. *E.* and did ſee the
rd *S.* execute the ſaid Conveyance in
nner as this Defendant hath in his for-
Anſwer ſet forth, And as this Defen-
nt remembers and believes, he heard and
informed that the Lord *S.* did him-
then ſend to the ſaid Mr. *E.* and Mr. *W.*
bring the ſaid Conveyances to be execu-
by his ſaid Lordſhip. And this Defendant
denies he knew or was informed or heard
herwiſe than by the Complainants Bill,
at the ſaid Earl of *Salisbury* and *E. S.*
J. F. or any or either of them did
deavour to keep it private from the Lord
and Mr. *R.* that they had appointed
part of the ſaid Purchaſe-Mony to be
id to the ſaid Lord *S.* or that therefore
was not deſired to meet at Sir *A. K.*'s as
the Bill is pretended: But this Defen-
nt ſaith he believes and doubts not but
prove the contrary thereof, and that the
Lord

Lord *S.* and Mr. *R.* had notice long before the ſaid Aſſignment made by his Lordſhip to this Defendant of the Mony in Sir *E. D.*'s hands, That the ſame was ordered and appointed by the ſaid Truſtees to be paid out of the ſaid Purchaſe-Mony, to the ſaid Lord *S.* or his Aſſigns, upon his executing of the ſaid Deeds of Purchaſe to Sir *E. D.* as was done accordingly by his ſaid Lordſhip, as this Defendant hath before ſet forth. And theſe Defendants farther ſeverally ſay, They or one of them received the ſaid Aſſignment of the ten thouſand pounds Portion from the ſaid Lord *S.* about a week after the ſame bears date, as near as theſe Defendants can remember. And the Defendant *S.* ſaith, the three thouſand pounds by him lent to the ſaid Lord *S.* was all paid to his order, and for his uſe, and more Monies were advanced and paid for him by this Defendant, before the date of the ſaid Aſſignment of the ſaid ten thouſand pounds Portion. And both of theſe Defendants ſay, That the Defendant *Sheldon* did pay in the ſaid one thouſand pounds by him lent to the Lord *S.* by his Order to the Defendant *S.* ſome ſhort time after the receipt of the ſaid Aſſignment from the Lord *S.* but the exact time he cannot remember. And this Defendant *S.* ſaith, the ſaid one thouſand pounds ſo lent by the Defendant *Sheldon*, was afterwards really and *bona fide* paid by this Defendant *S.* by the order and for the account of the ſaid Lord *S.* at the ſeveral times, and to the ſeveral

ral perſons, and in manner as he this Defendant hath particularly ſet forth in his mer Anſwer, and in the Accounts or edules annexed to this Defendants for- Anſwer. And theſe Defendants ſeve- y anſwer and ſay, they were not pre- at the Sealing of the ſaid Aſſignment the ſaid ten thouſand pounds Portion the Lord *S.* for that the ſame was duly ed and executed by his Lordſhip in the untry, as theſe Defendants believe and bt not to prove to this honourable ourt. And the ſaid Lord *S.* ſent the Aſſignment up with a Letter under his rdſhips Hand, directed to this Defendant to ſatisfie him, That he the ſaid Lord had according to the Agreement ſigned executed the ſaid Aſſignment, for the urity of the ſaid Monies, ſo really lent paid as aforeſaid. And theſe Defen- ts and either of them ſay, they did not ance or pay any more Mony at the e, or on the receipt of the ſaid Aſſign- nt from the Lord *S.* other than the of one thouſand pounds, which was ent and paid by the Defendant *Sheldon* manner as aforeſaid, to the Order and the Account of the ſaid Lord *S.* And e Defendants do ſeverally deny that y or either of them were before or at time of the delivery or executing the Aſſignment, or at the time it bears e, or at any time before or after the e or delivery thereof, until after the th of the Lord *S.* told, did hear, or in any

any manner did apprehend or think that the Complainants Friends would diſpute the payment of the ſaid Portions, or any part of it, or that theſe Defendants or either of them ſhould or would be hindred from receiving any part of the ſaid Portion, until ſome time after the death of the ſaid Lord *S.* and then they theſe Defendants ſay they heard the ſame from the ſaid Sir *E. D.* as they well remember, who then, and not before declared, That the ſaid Earl of *Salisbury* and ſome or one of the ſaid Truſtees, had directed or ordered him not to pay the ſaid Mony in his Hands to this Defendant *S.* or any other, till farther Order from them the ſaid Earl or Truſtees, ſome or one of them, or words to the very ſame effect, howbeit theſe Defendants ſay, They were credibly informed and hope to prove to this Honourable Court, That the Complainant after the death of the ſaid Lord *S.* and before ſhe obtained Letters of Adminiſtration of his perſonal Eſtate, did declare ſhe was well ſatisfied of the juſt dealings of the Defendant *S.* and of the Mony which was due to him, and therefore ſhe the Complainant did then farther declare, ſhe would give order to Sir *E. D.* to pay the ſaid Mony in his Hands to the Defendant *S.* ſoon after ſhe had taken out Letters of Adminiſtration of her ſaid Lords perſonal Eſtate, or words to that or the ſame purport. And theſe Defendants ſay, they did thereupon reſt ſatisfied and did forbear entring any Caveat as before they in-

intended and were advised to oppose the said Complainant in taking out such Letters of Administration, as they or one of these Defendants might lawfully have done, as they were advised. And these Defendants farther say, That the Defendant *Sheldon* did not deal with the Lord *S.* himself, as the Defendant *S.* hath understood by him, about lending the said Sum of one thousand pounds, but with Mr. *Reading*, his Councel, who on the said Lords behalf did treat and agree with the said Defendant *Sheldon* about lending the said Sum, and did agree that his said Lordship should and would make such Assignment, as herein before is mentioned, for Security of the said Sum of one thousand pounds, and for the Security of the Monies so due to the Defendant *S.* as aforesaid. And these Defendants do confess they did hear or were informed that the said Lord *S.* had borrowed considerable Sums of Money for his buildings and other occasions, but how he was incumbred they did not know, nor had the said Lord *S.* any Cash then in this Defendant *Shales*'s Hands; but they say they did not then believe nor were informed the said Lord was so much incumbred, as since they have heard and do understand. And these Defendants and either of them do say, That the Defendant *Sheldon* had not Cash to near the value of one thousand pounds in the Defendant *Shales* his hands, when he lent the said Sum to the said Lord *S.* but this Defendant

fendant *Sheldon* saith, he called in Monies purposely and raised the Sum of one thousand pounds, and then paid or ordered it to be paid in to the Defendant *S.* for the Lord *S.*'s use in manner as aforesaid. And both these Defendants do deny that the Defendant *S.* did lend the said Sum of one thousand pounds to the said Lord *S.* but the same Sum was so lent by this Defendant *Sheldon*, in manner as aforesaid, and was his own Mony. And these Defendants do severally deny that it was agreed or that the Defendant *S.* did agree that all the Securities which he had from the Lord *S.* should be a Security to the said Mr. *Sheldon*, for his Monies which he so lent to the said Lord *S.* And these Defendants do, and either of them doth deny that the said *S.* is any ways answerable or bound by any promise, agreement or otherwise to make good the said Monies, or any part thereof to the said Defendant *Sheldon*, which he so lent to the Lord *S.* as aforesaid, nor did this Defendant *S.* ever make this Defendant *Sheldon* any promise to make good the said one thousand pounds, or any part of it to him. And these Defendants and either of them do farther answer and say, That the said *John* Lord *Stawel* was no otherwise indebted unto them these Defendants or either of them, at the time of his decease, other than what they have set forth in their former Answer, and as appears thereby, and by the Schedules thereunto annexed,

nexed, nor had theſe Defendants or either of them, any more or other claims or demands of the Lord *S.* at his death, other than as are ſet forth and expreſſed in their former Anſwer and the ſaid Schedules thereunto annexed. But this Defendant *S.* ſaith, ſince the putting in his former Anſwer he hath truly paid ſix and twenty pounds for one years Rent for the Farm of Water-Baylyage, to the Officers of the City of *London*, they threatning to make void the Leaſe for the non-payment of the ſaid Rent, and for that reaſon this Defendant *S.* did pay the ſaid ſix and twenty pounds and took an Acquittance for the ſame, and humbly hopes he ſhall be repaid the ſame, by the Complainant, and that the Complainant will take order for the future to diſcharge the ſaid Rent, and to indempnifie this Defendant from all trouble and damage that may happen to this Defendant, upon account thereof, or that this Defendant ſhall ſecure himſelf the beſt way he can by the ſaid Leaſe, and hopes the Complainant will now take ſome courſe to ſee the ſaid Rent paid for the future. And this Defendant *S.* farther ſaith, That all the Sums ſet down and charged in his former Anſwers and in the Schedules thereunto annexed, to the beſt of his knowledge are all the Sums of Mony which he ever received or paid upon account of the ſaid Lord *S.* ſave only the ſaid Sum of ſix and twenty pounds, ſince paid upon his account for the Rent of the Water-Bay-

lyage Farm, as aforesaid. And this Defendant *S.* doth deny to the best of his knowledge or remembrance, that there was or were any other dealings, transactions or bargains between him this Defendant *S.* and the Lord *S.* and Mr. *R.* his Agent, or either of them, than what are mentioned and expressed in his said former Answer and the Schedules annexed thereunto, to which this Defendant refers, and in this his Answer set forth. And this Defendant *S.* farther saith and denies that there was any absolute Agreement between the said Lord *S.* and this Defendant for a fourth or other part or share in the said Farm of the Water-Baylyage, but only a proposal for his Lordship to grant to this Defendant one fourth part or share therein, paying a proportion of what his Lordship paid for the same, which this Defendant was then willing to have accepted and paid, but the said Agreement was never perfected nor any Grant or Assignment thereof made to this Defendant, nor did he or any to his use, to his knowledge, or for his account ever receive, take or had any of the Profits, Rates or Duties of the said Farm of the Water-Baylyage, nor can this Defendant set forth or give any account thereof. And this Defendant *S.* farther saith and denies that he had or made any other Dealings, Transactions, Contracts or Bargains with the said Lord *S.* or with the said Mr. *R.* about the Debts and Portions due to the Orphans and others from the City

City of *London*, other than as is mentioned in this Defendants former Anſwer, and is herein after expreſſed, That is to ſay, the Lord *S.* as this Defendant believes, having intruſted and employed the ſaid Mr. *R.* to buy ſeveral of the ſaid Orphans and others Debts, this Defendant believes the ſaid Mr. *R.* accordingly did buy ſeveral Debts of ſeveral perſons or Orphans, due from the City of *London*, for the Uſe and upon the Account of the Lord *S.* but how many, or the certain number of ſuch Debts ſo by him bought, or what or how much he paid for them, this Defendant doth not know, nor can ſet forth, otherwiſe than as herein after is mentioned. And this Defendant believes the ſaid Mr. *R.* did buy ſome of the ſaid Debts in the name of this Defendant *S.* but the ſame was by him the ſaid *R.* done and tranſacted without the privity, conſent or knowledge of this Defendant *S.* only the ſaid Mr. *R.* told this Defendant, That the ſaid Lord *S.* did deſire he might make uſe of this Defendants name in ſome of the Aſſignments. And this Defendant doth verily believe, That ſo many of the ſaid Debts bought by the ſaid Mr. *R.* in this Defendants name, were bought with the Mony of the Lord *S.* and in truſt for him, for that the ſaid Mr. *R* did after he had bought the ſame (*viz.*) on or about the eighth of *Auguſt*, one thouſand ſix hundred ninety and one, declare to this Defendant that he had Purchaſed ſeveral of the ſaid Debts in this Defen-

dants name, in truſt for the ſaid Lord *S.* and then alſo declared it was his Lordſhips direction and order that this Defendant *S.* ſhould aſſign the ſaid Debts ſo bought in his name over to the ſaid Mr. *R.* for his the ſaid Lord *S.*'s uſe, and accordingly this Defendant ſaith he did on or about the eighth day of *Auguſt*, one thouſand ſix hundred ninety one, go with the ſaid Mr. *R.* to the Chamberlain's Office belonging to the ſaid City of *London*, and did then and there conſent and aſſign over, as the manner is there uſed, the ſeveral Debts following and no more, to the ſaid Mr. *R.* and which are all the Debts which were bought or purchaſed as aforeſaid, in this Defendants name to his knowledge or belief, and as appears by the Books in the ſaid Chamberlains Office of the City of *London*, to which for more certainty this Defendant refers, which Debts are as followeth, *(viz.) June* the eleventh, one thouſand ſix hundred ninety one, one *R. S.* aſſigned to *C. S.* of *London*, Goldſmith, as appears by the ſaid Books, one thouſand ſix hundred and fifty pounds, which this Defendant aſſigned to the ſaid Mr. *R.* the eighth of *Auguſt*, one thouſand ſix hundred ninety one, for which ſaid Debt this Defendant believes Mr. *R.* did pay five hundred thirty ſeven pounds ten ſhillings, becauſe he had ſuch a Sum of Mony of the ſaid Lord *S.*'s Mony about that time, as this Defendant finds by his Accounts, and as appears by the Schedules annexed to his

his former Anſwer. And on the eighteenth of *June*, one thouſand ſix hundred ninety one, one *W. C.* as appears by the ſaid Books, aſſigned a Debt of five hundred and fifty pounds to this Defendant *S.* And on the ſeventeenth of *July*, one thouſand ſix hundred ninety one, one *A. V.* as appears by the ſaid Books, aſſigned a Debt of ſix hundred and ſeven pounds to this Defendant *S.* and the ſame day *R.* and *J. C.* as alſo appears by the ſaid Books, did aſſign a Debt of one thouſand eight hundred eleven pounds, ſeventeen ſhillings and ſix pence, to this Defendant *S.* but what or how much this Defendant *R.* paid for the ſaid three laſt mentioned Debts, this Defendant ſaith he doth not know, nor was informed, nor can diſcover by any of this Defendants Accounts or otherwiſe; and which three laſt mentioned Debts or Sums this Defendant did on the ſaid eighth day of *Auguſt*, one thouſand ſix hundred ninety one, aſſign over to the ſaid Mr. *R.* And on the eighteenth day of *July*, one thouſand ſix hundred ninety one, one *O. C.* as appears by the ſaid Books, did aſſign to this Defendant *S.* a Debt of four hundred pounds, which Debt this Defendant did alſo aſſign to the ſaid Mr. *R.* on the ſaid eighth of *Auguſt*, one thouſand ſix hundred ninety one, and for which Debt the ſaid Mr. *R.* paid, as this Defendant is apt to believe, the Sum of one hundred twenty two pounds four ſhillings, for that this Defendant finds he had ſuch a Sum of the ſaid Lord *S.*'s Mony about

the ſame time, as appears by the Accounts and Schedule annexed to this Defendants former Anſwer. All which ſaid Debts or Sums of Mony ſo bought in this Defendants Name and aſſigned by this Defendant as aforeſaid, to the ſaid Mr. *R.* do now ſtand ſo entred in the ſaid Books remaining in the ſaid Office belonging to the Chamberlain of the ſaid City of *London*, and not aſſigned, releaſed, paid or any ways diſcharged, as this Defendant is informed and verily believes. And this Defendant ſaith, he did lately cauſe a Caveat to be entred in the ſaid Books with one of the Clerks of the ſaid Office, to prevent as much as lies in this Defendants power, that the ſaid Debts may be ſecured, as alſo the Intereſt for the ſame, for the uſe of the Complainant. And this Defendant hopes the Complainant will take more effectual care to ſecure the ſame, the ſaid Mr. *R.* being made a Defendant alſo in this Cauſe, to make him Account for the Intereſt, if he hath received any, for the ſaid ſeveral Debts, and to aſſign or re-convey the ſame to the Complainant, or to whom ſhe ſhall appoint, and to diſcharge this Defendant from the ſame. And this Defendant poſitively denies that he ever received any Intereſt or other Profits of or upon the account of the ſaid ſeveral Sums of Mony, or Debts ſo Purchaſed as aforeſaid, or any or either of them. And this Defendant *S.* alſo denies that he did agree with the ſaid Lord *S.* or with Mr. *R.*

or

either of them, or with any other person whatsoever, to be a Partner, or go any share in the Purchase of any of the said Debts with the said Lord *S.* or the said Mr. *R.* And this Defendant believes and hath been informed the said Mr. *R.* bought several other Debts of the Orphans and others, due from the said City, but this Defendant cannot set forth the particulars thereof, nor what he paid for the same, nor which were so bought by him in trust for the said Lord *S.* but must refer the Complainant to the Books in the said Chamberlains Office, and to the said Mr. *R.* who can discover the truth of all the said matters; For this Defendant *S.* saith, he was not privy or made acquainted by Mr. *R.* or any other person, to any of the Contracts made for the purchasing the same Debts, or any or either of them, nor did this Defendant act or meddle or treat in any of the said Bargains about buying the said Debts, but was altogether a stranger and unacquainted therein. And this Defendant *S.* farther saith, That he believes a farther reason why the said Mr. *R.* neglected to get this Defendants Accounts stated and Signed by the Lord *S.* was for that the three hundred pounds which he pretended was due to him, not being included in the said Accounts, if the same had been then Stated and Signed, the said Mr. *R.* would have failed in his expectation of receiving, as he pretended he was promised by the Lord *S.* the said three

three hundred pounds out of the said Monies in the said Sir *E. D.*'s hands, when the same had been paid to this Defendant, as the said Mr. *R.* did seem to declare he was in hopes to have, but this Defendant absolutely refusing to charge the said three hundred pounds in this Defendants Accounts, or to intermeddle therein, the said Mr. *R.* seemed not well pleased, and therefore also did seem careless or negligent in getting this Defendants Accounts allowed by the said Lord *S.* as he might have done, as this Defendant verily believes, and knows of no other reason why the said Mr. *R.* refused or neglected to get this Defendant *S.* his Accounts Stated or Signed, without that, that, *&c.* And humbly prays as in their former Answer they have prayed.

The Answer of the Right Honourable *M.* Lady *S.* one of the Defendants to the Bill of Complaint of *C. S.* Complainant.

Attestat. super honorem prehoronabil. M. *Domine* S. 17 *die* Julij, 1692.

THIS Defendant saving to her self all Advantages of Exception to the insufficiencies of the said Bill, for Answer thereunto saith, That her late Father, *James* Earl of *Salisbury*, deceased, did by his last Will and Testament in Writing, bearing date

e on or about the first day of *July*, one
nsand six hundred seventy five, and one
more Cocidils annexed thereunto, give
devise to this Defendant the Portion
ten thousand pounds, to be paid at her
e of eighteen years, or day of Marriage,
ich should first happen; and did ap-
nt the same to be raised and paid out
term for ten years, and one or more
ms for ninety nine years, of and in di-
Manors, Messuages, Lands, Tenements
Hereditaments, limited by the said
l, for the raising of that and other Por-
s and Sums of Mony. And this De-
dant saith, that she attained her Age of
teen years before she inter-married with
Lord *Stawel*, lately deceased, and hath
ived two hundred fifty four pounds
shillings and six pence, in part of the
l Portion. And this Defendant farther
th, That the remainder of the said Por-
, being the Sum of nine thousand seven
dred forty five pounds seventeen shil-
s and six pence, was farther and better
ured for the benefit of this Defendant,
a late Act of Parliament, made in the
d and fourth years of the Reign of
r present Majesties, Intituled *An Act for
better securing the Portions, Debts and Le-
ies given and owing by* James *late Earl of*
sbury, but the said nine thousand seven
dred forty five pounds seventeen shil-
s and six pence, is not by the said Act
de payable to the said Lord *Stawel*, as
the said Complainants Bill is pretend-
ed.

ed. By which said Act of Parliament the Messuages, Lands and Hereditaments purchased by the said Sir *E. D.* in the Bill named, together with divers other Lands and Hereditaments are vested in Sir *W.* Baronet, *S. P.* Esq; *E. S.* and *J. F.* and their Heirs, In trust (amongst other things) by Mortgage or Sale thereof to raise Money for satisfaction of the said remainder of this Defendants said Portion. And the Defendant saith, That she was prevailed with to Marry the said *John* Lord *Stawel* on or about the twenty sixth day of *April*, one thousand six hundred ninety one when she was under the Age of twenty one years, and that the said *J.* Lord *S.* dyed the thirtieth day of *November*, one thousand six hundred ninety two, intestate for ought this Defendant knoweth to the contrary. Whereupon this Defendant obtained Letters of Administration to be committed to her self, in the Prerogative Court of *Canterbury*, of the Debts, Rights and Credits of the said *J.* Lord *S.* as by the said Letters of Administration under Seal of that Court, more at large may appear. And this Defendant saith, That some of her Relations did before the said Marriage treat with the said Lord *S.* for the Settlement of a Joynture upon this Defendant, in case she survived him. And the said Lord *S.* did before the said Marriage promise and agree to settle a Rent Charge of fifteen hundred pounds a year upon this Defendant, for her life, to be issuing out

all or a ſufficient part of his Manors, nds and Hereditaments. And this Defen- nt truſting to his performance of the d Agreement, did thereupon inter-marry th him, and after the ſaid marriage un- the time of his death, the Defendants lations and alſo the ſaid Truſtees or ſome them, and the Lord Arch-biſhop of *Can-* *bury*, who was one of the Overſeers of Will of this Defendants Father, and ir Councel and Agents, or ſome of them, declare, That the ſaid remainder of Defendants ſaid Portion ſhould not be d, or at leaſt that part of it which was ointed to be paid out of the ſaid Sir D.'s Purchaſe-Mony, until the Lord *S.* uld ſettle the ſaid Rent Charge, or ſome er ſufficient Joynture on this Defendant, the rather in regard the ſaid Lord *S.* reaſon of his Priviledge could not be mpelled by any Suit to perform the ſame; which matters ſo by them declared, the d Lord *S.* and the ſaid Sir *E. D.* and Mr. and Mr. *E.* herein after named, or one them had notice, as this Defendant be- ves. And the ſaid Lord *S.* did ſeveral es during the ſaid Marriage declare or miſe, that he intended and would make ſaid Settlement. But it ſo hapned, at he dyed before he performed the me. And all his Manors and Lands are mbred with very great Debts, as this fendant is informed and believes, and the ateſt part of them held by Leaſes and pies of Court Roll, ſo that this Defen-

dant

dant cannot have the benefit of Dow
of and in the ſame Premiſſes, without gre
Suits and troubles, and the value of ſuc
Dower is very much leſs than the ſa
Rent-Charge of fifteen hundred poun
per annum, agreed to be ſetled; whereſo
this Defendant doth claim the ſaid r
mainder of her Portion, and particular
that part of it, being the Sum of five tho
ſand two hundred ſeventy ſeven pound
ten ſhillings, appointed to be paid out
the ſaid Sir *E. D.*'s Purchaſe-Mony, in h
own Right and to her own uſe. And do
inſiſt, That the ſaid Sir *E. D.* ought to p
the ſaid five thouſand two hundred ſeve
ty ſeven pounds, ten ſhillings, to her t
Defendant, and ſhe is ready and willing
give him a Receipt and Diſcharge for t
ſame, and humbly hopes that this hono
rable Court will allow her Intereſt for t
ſame, from the time it ought to have be
paid. And this Defendant farther ſaith
that ſhe believes it to be true, That the ſa
Sir *E. D.* did Purchaſe from the ſaid Tr
ſtees the Meſſuages, Lands and Heredit
ments in the Bill for that purpoſe men
oned, and hath heard that in the Conve
ances thereof the ſaid Sum of five thouſan
two hundred ſeventy ſeven pounds, te
ſhillings, part of the ſaid Purchaſe-Mon
is appointed to be paid to the Lord *S.* an
that the reſidue of the ſaid Purchaſe-M
ny is appointed to be paid in ſeveral pro
portions to this Defendants Brother, *R.*
Eſq; and to the ſaid Lord Arch-biſhop
an

d to Sir *W. F.* in satisfaction of their de-
nds by virtue of the said Will and Act
Parliament. But in case the said Sum
five thousand two hundred, seventy se-
n pounds, ten shillings, is so appointed
be paid, it was during the Minority and
verture of this Defendant, and without
consent and privity, and ought not in
ice and Equity to have been paid to
said Lord *S.* until he had made the
dement before-mentioned. And this De-
dant is informed and doubts not
prove, That the said Trustees and
Defendants Brother, the present Earl
Salisbury, were so sensible thereof, that
made such appointment with an in-
and design to induce the said Lord
o make such Settlement, and that they
ome of them or their Councel, as al-
he said Lord Arch-bishop, did so de-
e unto the said Sir *E. D.* and the said
W. several times to or in the presence
he said Sir *E. D.* and of the said Mr. *W.*
he House and in the presence of Sir
K. and at other times and places, and
id them to pay the same five thousand
hundred seventy seven pounds, ten
ings, to the said Lord *S.* till farther
r. And that the said appointment of
payment of the said Sum of five thou-
two hundred seventy seven pounds
shillings, to the Lord *S.* was voluntа-
inserted in the said Deeds by the said
ustees, without the privity or knowledge
the said Lord *S.* or this Defendant, to
the

the intent that when they ſhould mak
him acquainted with the ſame, they migh
prevail with him to make the ſaid Settle
ment; and that they appehended it wa
in their power to retract or alter the ſai
appointment, in caſe he ſhould refuſe ſo t
do. And this Defendant farther ſaith, Tha
ſhe is informed and doubts not to prov
That the ſaid Conveyances were executed
by the ſaid Earl and the Truſtees, in o
about the Month of *May*, one thouſand ſi
hundred ninty two, but that no part o
the Purchaſe-Mony was then paid, for tha
it happened that the ſame or the nex
day the ſaid Earl of *Salisbury* was com
mitted to the *Tower* for High-Treaſon
which afterwards appeared to be ground
ed upon the Evidence of a perſon that wa
afterwards, by direction of their Majeſties
proſecuted for the ſame, and convicted o
Perjury. And ſaith, That ſhe is informe
and doubts not to prove, That by reaſo
of the ſaid Accuſation and Commitmen
of the ſaid Earl, the ſaid Sir *E. D.* was ad
viſed by his Councel not to proceed in th
ſaid Purchaſe, and declared he would no
proceed therein, and thereupon altered the
Goldſmiths Notes which he had prepared
for payment of the Purchaſe-Mony, and
made payable to the Parties who were to
receive the ſame, and took new Notes for
the ſame payable to himſelf, and that the
ſaid Mr. *R. C.* and Sir *W. F.* declared they
would not accept of the ſaid Sums ſo ap
pointed to be paid to them for payment
in

in discharge of their demands out of the Trust Estate, and that thereupon the said Conveyances were deposited in the Hands of the said *W.* and *E.* who were the persons that transacted the said Purchase between the said Sir *E. D.* and the said Earl and Trustees, to be delivered back to the said Earl and Trustees, in case the said Purchase did not proceed, or if it did, to be delivered to the said Sir *E. D.* upon his payment of the Purchase-Mony. And this Defendant saith, That she hath heard and doubts not to prove, that some short time after the said Earl was so committed there was a Bill exhibited in this Court by the said R. C. and Sir *W. F.* against the said Earl and Trustees, for satisfaction of their demands, either out of the said Trust Estate, or the said Purchase-Mony, and also against the said Sir *E. D.* to compel him forthwith to proceed in the said Purchase, or to quit the same, and that the said Sir *E.* appeared thereunto, and took out a Copy of the Bill, and was prosecuted to an Attachment for not answering the same; and the said Earl was not totally discharged from the said Accusation till the last day of *Michaelmas* Term then next following; in all which time the said Sir *E. D.* declined to proceed in the said Purchase, and then after the end of that Term he began to make his application to the said Earl and Trustees, or some of them, that he might have liberty to proceed in the said Purchase. But the said Earl, to whom the

Surpluſs of the ſaid Truſt Eſtate did belong, and who was the only perſon, as ſhe hath heard, that articled with him for the ſaid Purchaſe, declared that the ſaid Sir *E. D.* ſhould not have the ſaid Purchaſe, unleſs the ſaid Sir *E. D.* would pay him Intereſt for the Purchaſe-Mony, from the time of executing the ſaid Conveyances, until the time that the ſame Purchaſe-Mony ſhould be actually paid, and that thereupon the ſaid Sir *E. D.* did ſubmit and agree to pay Intereſt for the ſame accordingly, with a deduction of the Sum of fifty pounds or thereabouts, which the ſaid Earl voluntarily remitted unto him. But this Defendant doth inſiſt, and doubts not to prove, that the ſaid Agreement between the ſaid Earl and the ſaid Sir *E. D.* for the proceeding in the ſaid Purchaſe and payment of the ſaid Intereſt-Mony, was not made till after the death of the ſaid *John* Lord *Stawel*, that is to ſay, upon the thirtieth day of *November*, one thouſand ſix hundred ninety two, at night, and the Lord *Stawel* dyed the morning of that day, and then after the death of the Lord *S.* the ſaid Sir *E. D.* did pay to the ſaid Mr. *R. C.* Sir *W. F.* and Lord Archbiſhop their proportions of the ſaid Purchaſe-Mony, and thereupon the ſaid Conveyances were delivered by the ſaid Mr. *W.* by the conſent of the ſaid Earl and the ſaid Truſtees, or one of them, and the ſaid Sir *E. D.* did then execute a Counterpart of the ſaid Conveyance, and not before. And it then appearing

pearing, upon producing the said Conveyances, that a Receipt was Indorsed thereupon, bearing date on or about the three and twentieth day of the same *November*, subscribed by the Lord *Stawel*, acknowledging that the said Sir *E. D.* had paid to the said Lord *Stawel* the said five thousand two hundred seventy seven pounds ten shillings, the said Sir *E. D.* declared that he had not paid the same; whereupon the said Mr. *W.* acquainted the said Earl and Parties then present, That the said Lord *S.* at the same time when he signed the said Receipt, signed a Note appointing the said Mony to be paid to the Complainant, but the said Earl thereupon did forbid the said Sir *E. D.* to pay the said Mony to the said Complainant. And presently after this Defendant had notice thereof, the said *J. F.* on behalf of this Defendant, did forbid the said Sir *E.* to pay the said Mony to the said Complainant or to any other person, and did demand the Mony for this Defendant, or to that effect, as the said *J. F.* informed this Defendant. And this Defendant farther saith, That she is informed, and doubts not but it will so appear, that the said Conveyance was carryed by the said *E.* to the said Lord *Stawel*, in the time of his sickness, and that the said Receipt was Indorsed thereupon without the privity or knowledge of the said Sir *E. D.* or of the said Trustees, or of the said Earl of *Salisbury*; and that the said Sir *E. D.* as soon as he had notice thereof and

the said Note appointing him to pay the said five thousand two hundred seventy seven pounds ten shillings to the said Complainant, did refuse to pay the same, so that the said Complainant had a just occasion to resort to the said Lord *S.* for farther or other Security of the Mony due to him; but this Defendant doth insist, That the carrying the said Conveyances to the said Lord *S.* by the said *W.* and *E.* or one of them, was a breach of Trust in them, and such a contrivance whereby the Complainant ought not to have benefit nor this Defendant be prejudiced. And whereas the Complainant doth pretend that the said Lord *Stawel* by Writing bearing date the twelfth of *July*, one thousand six hundred ninety two, did Assign to him the said Complainant this Defendants said Portion of ten thousand pounds, in consideration of a Sum of one thousand pounds then advanced, and for farther securing the Sum of three thousand pounds due to him from the Lord *S.* on a Recognizance acknowledged to him by the said Lord *S.* before that time, this Defendant is informed that no such distinct Sums of three thousand or one thousand pounds were advanced and really paid to the said Lord *S.* at the time of acknowledging the said Recognizance, or of the date of the said pretended Assignment of the said Portion, but that there was an open currant Account between the said Lord *S.* and the said Complainant, and that the said Complainant being a

Banker

Banker and Caſhier for the Lord *Stawel*, had in the compaſs of one year received above the Sum of five and twenty thouſand pounds of the ſaid Lord *S.*'s Mony, and that he hath not ſufficient Orders and Vouchers for juſtifying many of the Payments and Allowances which he bringeth in diſcharge of the ſaid Monies ſo received by him, and that he was accountable to the Lord *S.* as he was a Truſtee, and otherwiſe for great Sums of Mony. And this Defendant being not ſatisfied with the ſaid Accounts, hath a Bill depending againſt him in this honourable Court, for diſcovery and relief touching all the Accounts and Tranſactions between the ſaid Lord *S.* and the ſaid Complainant, to which the ſaid Complainant hath put in an Anſwer, and annexed an Account. And this Defendant is informed, That upon a juſt account to be taken of the demands of the ſaid Complainant, many of the Sums for which the ſaid Complainant hath made the ſaid Lord *S.* Debtor will be diſallowed; however, this Defendant doth inſiſt, That the ſaid pretended Aſſignment of the ſaid Portion to the ſaid Complainant, and the Note of the payment of the ſaid five thouſand two hundred ſeventy ſeven pounds ten ſhillings to him, are but in the nature of Letters of Attorny, which are determined and become void in point of Law, by the death of the ſaid Lord *S.* and that in caſe the ſaid five thouſand two hundred ſeventy ſeven pounds ten ſhillings, due from the

ſaid Sir *E. D.* were the Mony of the ſaid Lord *S.* this Defendant as his Adminiſtratrix hath the only right in Law to receive and give a legal diſcharge for the ſame, and that this Defendant hath good right in Equity to retain the ſame to her own uſe. But this Defendant doth inſiſt and rely upon it, That the ſaid five thouſand two hundred ſeventy ſeven pounds ten ſhillings due from the ſaid Sir *E. D.* never was the Mony of the Lord *S.* but the ſame is become the Mony of this Defendant, and is part of the Purchaſe-Mony, raiſed and become due by Sale of part of this Defendants Fathers Eſtate, chargable with payment of this Defendants Portion, and that the ſaid Purchaſe was not compleated till after the death of this Defendants ſaid Husband. And this Defendant inſiſts, that ſhe hath as ſhe conceives and is adviſed, the only right to receive the ſaid five thouſand two hundred ſeventy ſeven pounds ten ſhillings, from the ſaid Sir *E. D.* and that the ſame ought not to be paid to the Complainant, and the rather for that the Complainant is in no danger to loſe his Mony, as this Defendant is adviſed, for that his Recognizance affects the real Eſtate of the ſaid Lord *Stawel*, and ſtands as a Security to him for what ſhall appear due to him, on the ballance of his Account. And this Defendant is informed that the perſonal Eſtate is conſiderable, although much of it is not yet come to this Defendants Hands. And the ſaid Complainant hath been offered,

fered, as this Defendant is informed by her Agents, that if he would amend his Bill, and pray a ſatisfaction out of the real and perſonal Eſtate, in caſe his demands upon this Defendants Portion ſhould not avail, that this Defendant would do all things which ſhe lawfully could to aſſiſt him in his obtaining ſatisfaction out of the real and perſonal Eſtate, for what upon a juſt Account ſhould appear due to him, and this Defendant is ſtill ready ſo to do; And particularly there are ſeveral thouſand pounds due to the Lord *S.* on Mortgage from Mr. *Lee*, which for ought this Defendant knows, were not aſſigned by the ſaid Lord *S.* to any of his Creditors, and remain to be received as part of the ſaid Lord *S.* his perſonal Eſtate. And this Complainant was offered, as this Defendant is informed, that he ſhould have ſatisfaction out of the ſaid Mortgage, and this Defendant is ſtill willing he ſhall be ſatisfied out of the ſame, ſo as ſhe be indempnified therein by this Honourable Court. But nothing it ſeems will pleaſe the Complainant but to be paid out of this Defendants Portion, which at preſent is all ſhe hath to truſt to, to ſupport her ſelf, ſhe having not yet received any thing out of the ſaid Lord *S.*'s real or perſonal Eſtate, which as ſhe is adviſed ſhe can retain to her own uſe. And this Defendant traverſeth, without that, that, *&c.*

The ſeveral Anſwer of Sir E. D. *Knight, one of the Defendants to the Bill of Complaint of* C. H *Complainant.*

THIS Defendant ſaving to himſelf, now and at all times hereafter, all Advantages and Benefits of Exception to the manifold incertainties and imperfections of the Complainants ſaid Bill; for Anſwer thereunto, or unto ſo much thereof as materially concerneth this Defendant (as he is adviſed) to make anſwer unto, he anſwereth and ſaith. That after ſuch or the like Act of Parliament for enabling ſuch perſons Truſtees in the ſaid Act named, to ſell ſuch part of the Eſtate of *James* late Earl of *Salisbury*, for payment of ſuch Debts, Portions and other Sums of Mony therein mentioned was procured and paſſed, as in the Bill is ſet forth, to which this Defendant for his more certainty refers; he this Defendant did agree and contract for the Purchaſe of the Manor of *A. L.* and divers Lands and Hereditaments in the Pariſh of *C.* in the County of *H.* for the Sum of ſeventeen thouſand five hundred pounds, of which ſaid Sum this Defendant believes there might be five thouſand two hundred ſeventy ſeven pounds ten ſhillings, appointed to be paid to *John* Lord *Stawel*, ſince deceaſed, who Married the Lady *Margaret*, one of the Daughters of the ſaid late Earl of *Salisbury*, and ſuch other Sums

to

o other persons in the Bill named. And his Defendant believes there might be uch Indenture Tripartite of the third of ly, one thousand six hundred ninety two, nd made between the now Earl of *Salis-* ry and his Lady, and such other persons nd this Defendant, executed as in the Complainants Bill is also set forth. And his Defendant saith, That he having em-loyed Mr. *E.* and Mr. *W.* of *London*, Scri-eners to transact the said Purchase, this Defendant left the manner of execution f the said Deed to their care and manage-ent. And this Defendant was not pre-nt himself at the execution thereof by e Lord *S.* but believes the said Lord *S.* ight give such discharge for the said Sum f five thousand two hundred seventy se-n pounds ten shillings, as in the Com-ainants Bill is mentioned. And believes at the Lord *S.* might write a Letter di-ected to this Defendant, touching the yment of the said five thousand two hun-red seventy seven pounds ten shillings, to e Complainant, but this Defendant is not ble to set forth the contents thereof, the me not being in his custody. And this efendant believes, that about the Month f *December*, one thousand six hundred nine-y two, the now Complainant might shew me Order or Letter, which the Com-ainant might say was from the said Lord but this Defendant refers himself to the ontents of the said Letter or Order, when e same shall be produced, but saith it was after

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after the report of the Lord *S.*'s death when the Complainant shewed this Defendant such Letter or Order, as aforesaid. And in regard the said Lord *S.* was dead, this Defendant did not think it safe to pay the said Mony on the said Order, until he had some order or direction of the now Earl of *Salisbury*, the payment thereof having before been forbid by the said Earl and two of the Trustees. And this Defendant doth acknowledge, That having heard the Complainant was to receive some part of the said Mony, this Defendant did sometime before the Lord *S.*'s death, appoint the said Complainant to meet this Defendant at *Salisbury*-House, to settle the said matter, and this Defendant attended there at the time appointed, where the Complainant also attended, and the Lord *S.* being acquainted that the Complainant attended there in reference to the matter aforesaid, a person was sent out to the Complainant to acquaint him, that the said Lord *Salisbury* said, that the other Parties that were to receive the Purchase-Mony were not present, so nothing could be done, or to that effect. And this Defendant saith, That upon a farther discourse then had with Mr. *S.* and Mr. *F.* two of the Trustees, touching the said Mony, they together with the said Earl of *S.* forbid this Defendant to pay the same to the Complainant, or any other person till farther order, or to that effect. And at another time, after the report of the said

Lord

ord *S.*'s death, when this Defendant paid
her persons who were entituled to receive
ther part of the said Mony, this Defen-
nt was again by the said Earl and the
o Truſtees above-mentioned, forbid the
yment of the said Mony to the Com-
inant. And this Defendant confeſſeth
t he did not pay the reſt of the said
rchaſe-Mony to the other perſons to whom
ſame was to be paid, till after it was
orted the Lord *S.* was dead. And this
endant ſaith that he always had his
ny ready to pay to ſuch perſons who
ght to receive the ſame, and hath kept
ſaid Sum of five thouſand two hundred
nty ſeven pounds ten ſhillings and up-
rds by him, without making any Inte-
of the ſame. But this Defendant
, that the other Defendant, the Lady
Stawel, Widow of the Lord *Stawel*, hath
pretends to have ſome right or claim to
ſaid Mony, as Adminiſtratrix to her
eaſed Lord, and hath Exhibited a Bill
this Court againſt this Defendant to have
ſaid Mony, and therefore this Defen-
craves the direction of this honoura-
Court, how he ſhall pay the ſaid Mo-
and that on his payment thereof he
be diſcharged and indempnified, and
his Coſts of this Suit, and alſo the La-
Stawels Suit. And this Defendant de-
the Combination charged in and by
ſaid Bill, without that, *&c.*

The

The Plaintiff Exhibiting his Bill for Redemption and Account of Profits. The Defendant pleads in Bar thereto, ſetting forth the Original Leaſe, his Aſſignment thereof to the Plaintiff, the Plaintiffs Mortgage thereof to A. D. her Aſſignment of the Mortgage with the Plaintiffs conſent to J. C. ſubject to Redemption, by Complainant J. C. his Aſſignment to J. P. upon condition to re-Aſſign to J. C. upon payment, &c. J. P. and the Complainants Aſſignment to T. C. with condition to re-Convey to the Complainant, on payment &c. C. T. his Aſſignment to the Defendant by the Complainants conſent, except a certain ſmall Cloſe. The Defendants Indenture of Defeazance to the Plaintiff. The Plaintiffs failure of payment, the Defendants Entry on the Premiſſes, and afterwards an Indorſement on the Deed of Defeazance, releaſing the Covenants therein, and equity of Redemption, and another Indenture of Aſſignment from the Plaintiff and T. C. of the Cloſe excepted. And by his Anſwer denies Combination, ſets forth the Value, and that he Purchaſed for a valuable Conſideration.

THE ſaid Defendant by Proteſtation not confeſſing or acknowledging all or any of the matters or things in the ſaid Complainants Bill of Complaint contained to be true, in ſuch manner and form as the ſame are therein and thereby ſet forth and alledged. As to ſo much there-

as seeks the redemption of the Tene-
nts and Lands herein after mentioned, or
have an Account of the Profits, or to be
herwise relieved touching the same, and to
other the matters and things in the said
omplainants Bill contained, and not here-
afterwards answered unto, this Defen-
nt doth plead in Bar thereto, and for
a saith, That the Complainant on or
out the first day of *July*, in the seven-
nth year of the Reign of our late So-
eign Lord King *Charles* the second, be-
possessed and interessed of and in all
Toft or Copy-hold Tenement in *Clif-*
aforesaid, which was formerly burnt,
erein the Complainant dwelled, with
Yard, Garden and slip of Land, at
South-East end of *Clifton*-Wood, and
small Close by *Bristol* Channel, with
Lime-Kiln therein being. All which
e formerly *J. B.*'s for and during all
rest and residue of a term of ninety
nine years then to come and unexpi-
, if *J. G. B.* his Wife and *J.* his Daugh-
or either of them should live so long,
nted by the Worshipful *R. S.* Esq; to
said *J. G.* by Indenture of Lease, da-
the twelfth day of *September*, in the
and twentieth year of the Reign of
late Sovereign Lord King *Charles* the
And which the said *J. G.* afterwards,
wit, by Indenture dated the first day of
, in the seventeenth year of the Reign
our late Sovereign Lord King *Charles* the
nd, had assigned to the said Complai-
nant,

nant, he the ſaid Complainant in and by one Indenture, bearing date the firſt day of *July*, in the ſaid ſeventeenth year of the Reign of our ſaid late Sovereign Lord King *Charles* the Second, in Conſideration of fifty pounds to him the ſaid Complainant in hand *bona fide* paid, by *A. D.* of *W.* in the Pariſh of *S.* in the County of *G.* Widow did Grant, Bargain, Sell and Aſſign the ſaid Premiſſes, and all his Eſtate and Intereſt therein to the ſaid *A. D.* her Executors, Adminiſtrators and Aſſigns, but with a Proviſo therein contained, for making the ſame void, in caſe the Complainant ſhould pay to the ſaid *A. D.* the ſaid fifty pounds, with the Intereſt thereof, on the firſt day of *January* then next coming, as in and by the ſaid Indenture may more fully appear. And this Defendant farther ſaith, That by one Indorſment or Deed Indorſed on the back of the ſaid laſt mentioned Indenture, bearing date the third day of *Auguſt*, one thouſand ſix hundred ſixty eight, ſhe the ſaid *A. D.* in conſideration of forty and five pounds, being the remainder of the Mony ſecured by the ſaid laſt Indenture to her in hand paid by *J. C.* of the City of *Briſtol*, Apothecary, did withthe Complainants conſent, Bargain, Sell and Aſſign the ſaid Premiſſes, and all her Eſtate and Intereſt therein during the ſaid term, to the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, but ſubject to be redeemed by the ſaid Complainant on his payment to the ſaid *J. C.* of the ſaid forty five

e pounds and Intereſt, as by the ſaid
ed Indorſed more fully it doth appear.
d this Defendant for farther Plea ſaith,
at by another Indorſment or Deed In-
ſed, bearing date the ninth day of *No-*
mber, in the year of our Lord one thou-
d ſix hundred ſeventy one, the ſaid *J. C.*
the conſideration of thirty pounds to
in hand paid, by *J. P.* of the ſaid
y of *Briſtol*, Marriner, did Bargain, Sell
Aſſign the ſaid Premiſſes, and all his
ate and Intereſt therein, to the ſaid *J. P.*
Executors, Adminiſtrators and Aſſigns,
upon condition, That the ſaid *J. P.*
uld re-Aſſign the ſame to the ſaid *J. C.*
payment of thirty one pounds and
een ſhillings on the tenth day of *No-*
mber, one thouſand ſix hundred ſeventy
, as in and by the ſaid laſt Indorſ-
t, or Deed Indorſed may more fully
ear. And this Defendant for farther
ſaith, That by Indenture bearing date
third day of *January*, in the twenty
year of the Reign of our late Sove-
n Lord King *Charles* the Second, had
made between the Complainant and
ſaid *J. P.* of the one part, and *T. C.*
the ſaid City of *Briſtol*, Merchant of
other part; reciting the ſaid Original
e from *R. S.* Eſq; to the ſaid *J. G.*
that the Tenements in queſtion were
good ways and means in the Law come
nd veſted in the Complainant, in con-
ation of ten pounds paid to the Com-
ant, and of thirty pounds paid to the ſaid

J. P.

J. P. the Complainant and the ſaid *J. P.* did grant, bargain ſell and aſſign to the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, the Tenements in queſtion, and all their Eſtate, Term and Intereſt therein; In which laſt Indenture there is alſo a Proviſo, That in caſe the Complainant ſhould pay to the ſaid *T. C.* forty one pounds four ſhillings, on the fifth day of *July*, then next following, then the ſaid *T. C.* was to re convey the ſaid Premiſſes to the ſaid Complainant, as in and by the ſaid laſt Indenture may more fully appear: And this Defendant for farther Plea ſaith, That by an Indorſment or Deed Indorſed on the back of the ſaid laſt Indenture bearing date the twenty fourth day of *Auguſt*, one thouſand ſix hundred ſeventy four, the ſaid *T. C.* in conſideration of eight and twenty pounds to him by this Defendant *bona fide* paid, by and with the conſent and agreement of the ſaid Complainant, he the ſaid *T. C.* did likewiſe by the Complainants conſent Aſſign the ſaid Premiſſes, except the ſaid ſmall Cloſe, in the Original Indenture particularly mentioned, and all his Eſtate, Term and Intereſt therein, to him the ſaid Defendant. And this Defendant farther ſaith, That in and by one Indenture, bearing date the ſixth day of *October*, in the ſaid year of our Lord, one thouſand ſix hundred ſeventy four, made between this Defendant of the one part, and the Complainant of the other part, reciting the ſaid laſt Indorſment, he this Defendant did thereby ſignifie and declare

and

and did also Covenant with the Complainant, That if the Complainant should pay this Defendant twenty eight pounds and ten shillings upon the twenty fifth day of *April* then next coming, That then this Defendant would re-convey the said Premisses, except before excepted, unto the Complainant, as in and by the said last recited Indenture may more fully appear. And this Defendant for farther Plea saith, That the Complainant failed in payment of the said twenty eight pounds and eighteen shillings, and thereupon this Defendant entred into and upon the said Premisses, and became possessed thereof, and afterwards, to wit, by an Indorsement or Deed Indorsed, on the back side of the said last recited Indenture of Defeazance, bearing date the nineteenth day of *October*, in the twenty seventh year of the Reign of our late Soveraign Lord King *Charles* the Second, and in the year of our Lord, one thousand six hundred seventy five, he the said Complainant in consideration of the Sum of ten pounds of lawful English Mony, to him in hand really and *bona fide* paid by this Defendant, did absolutely remise and release to this Defendant, his Executors, Administrators and Assigns, the Covenants in the said Indenture of Defeazance contained, and all benefit and equity of Redemption of the Tenements therein mentioned, and all his Estate, right, title, interest, claim and demand, as well in Equity as in

Law, of, in and to the ſame. To have and to hold the ſaid Premiſſes, with the Appurtenances unto the ſaid Defendant, his Executors, Adminiſtrators and Aſſigns, for and during the remainder of his Term, and intereſt therein diſcharged, and free from all benefit and equity of Redemption whatſoever, as in and by the ſaid laſt recited releaſe may more fully appear. And this Defendant by way of Plea farther ſaith, That by Indenture bearing date the eighth day of *October*, in the year of our Lord, one thouſand ſix hundred ſeventy four, made between the Complainant and the ſaid *T. C.* of the one part, and the Defendant of the other part, reciting the ſaid Original Leaſe, from *R. S.* to the ſaid *J. G.* and that afterward by divers good ways and means in the Law, the ſame was come to the Complainant, and to the ſaid *T. C.* they the ſaid Complainant and *T. C.* in conſideration of the Sum of twenty five pounds and five ſhillings, to them, or one of them, by this Defendant in hand *bona fide* paid, did abſolutely Bargain, Sell, and Aſſign and ſet over unto the Defendants, all that the aforeſaid ſmall Cloſe above recited, containing in length four hundred and ſixty foot, and the whole breadth from the River of *Avon* to the way leading towards *Rownam*, together with all Ways, Waters, Eaſements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, to the ſaid Cloſe belonging or appertaining, and all his

his Estate and Interest therein. To hold to him this Defendant, his Executors, Administrators and Assigns, for and during all the rest and residue of the said Term for years then to come and unexpired, if the Lives aforesaid, or either of them should so long live, as in and by the said last recited Indenture, may more fully appear, and that the same was an absolute Purchase of the said Premisses, without any Proviso, Condition, Covenant or Agreement for making void the same, upon the payment of any Sum of Mony whatsoever. And this Defendant for farther Plea saith, That immediately after the Sealing and Executing the said two last Deeds, he this Defendant became a real and absolute Purchaser of the said Premisses for a valuable Consideration, and accordingly entred thereupon, and hath ever since quietly enjoyed the same, and is well entituled thereunto and doth insist that he hath a good, absolute and indefeazable Estate therein, during the continuance of the said Estate for years, determinable on the Lives aforesaid, and that he is not accountable for the Rents and Profits unto the Plaintiff, and that he ought to retein the Deeds and Evidences which concern the said Premisses, for the maintainance of his Title thereunto, and therefore Pleads the said matters in bar to such part and so much of the said Bill as seeks to be relieved against the said Purchase, or any discovery of the Writings touching or concerning

the ſame, as aforeſaid, and humbly demands the Judgment of this honourable Court, whether he ſhall be compelled to make any other Anſwer to ſuch part of the ſaid Complainants Bill, as aforeſaid. And for Anſwer to ſo much of the ſaid Bill as is not above pleaded unto, he this Defendant denies all Combination in the Complainants Bill charged, and likewiſe denies the ſaid Premiſſes are of the yearly value in the Plaintiffs Bill mentioned, or of any greater yearly value than above five pounds *per annum*. And ſaith, he knows not that the Complainant was poſſeſſed of any other Tenements or Hereditaments whatſoever, other than the Premiſſes in this Defendants Plea mentioned, and ſaith he claims no other, nor hath nor knows of any Deeds, Evidences or Writings. or of any Eſtate belonging to the Plaintiff, ſave only ſuch as concerns the Premiſſes in this Defendants Plea mentioned. And this Defendant denies that he ever made any other Covenant or Agreement with the Complainant or any other perſon whatſoever, touching or concerning the redemption of the ſaid Eſtate, but what is mentioned in this Defendants Plea. And this Defendant doth verily believe that the ſaid Purchaſe-Mony paid by the Defendant for the ſaid Premiſſes, was a full and valuable Conſideration for the ſame, at the time of the ſaid Purchaſe made, without that, that, *&c.*

The

The Demurrer and Anſwers of *J. W.* Senior, *J. W.* Junior, and *J. H.* Defendants to the Bill of Complaint of *J. B.* Complainant.

The Defendants Demur to part of the Plaintiffs Bill, for that there is no ground of Equity in his Bill, and that he hath remedy at Law for the ſame Matters; and Anſwereth the other part.

THE ſaid Defendants by Proteſtation not acknowledging all or any of the Matters of the Complainants Bill to be true in ſuch manner and form as the ſame is and are therein or thereby ſet forth, they ſay, That they are adviſed that the drift and deſign of the Bill is for relief in matters properly determinable at Law. And that the Complainant grounds his Complaint upon the Suggeſtion therein, That by an Agreement made between theſe Defendants, ſome or one of them, with the Complainant, or ſome other on his behalf, whereby theſe Defendants, ſome or one of them were to ſerve and to deliver to the Complainant or his Uſe, ſeveral Quantities of Mault-Grains, daily and weekly, during the year begun at *Michael-*

mas, one thouſand ſix hundred eighty four, and ended at *Michaelmas*, one thouſand ſix hundred eighty five; farther ſuggeſting, That theſe Defendants did not according to their Agreement, deliver or cauſe to be delivered to the Complainant or to his uſe, above half the quantity of Grains which they were to deliver, and that yet theſe Defendants do demand payment and ſatisfaction from the Complainant for a far greater quantity of Grains than were in truth delivered, and do threaten to ſue him at Law for the ſame. And therefore prays theſe Defendants may diſcover the quantities of Grains from time to time during the ſaid year, delivered by theſe Defendants, or any for them, to the uſe of the Complainant, and that theſe Defendants may produce their Books and Entries, and ſet forth the ſeveral quantities of Mault they brewed Weekly from time to time, during the ſaid year, and do pray a full diſcovery and relief in the ſaid matters. To all which theſe Defendants do demur, for that of the Plaintiffs own ſhewing, there is not any ſufficient matter of Equity ſuggeſted by the Bill, whereof this Court ought to take Cognizance, and that the ſaid matters are properly determinable at the Common Law, where theſe Defendants ſhall not be able to recover any more damage than what they ſhall prove and make appear to the ſatisfaction of the Jury, and the Plaintiff may there have the like remedy for any damage ſuſtained by

by means of theſe Defendants. And for that this Court cannot Decree a performance of the Agreement ſuggeſted, nor aſſeſs damages for the non-performance. And alſo for that theſe Defendants may lay themſelves open and expoſed to many inconveniences by diſcovering and producing their Books and Entries, and for that the Plaintiff hath not by his Bill any ways intituled himſelf to any diſcovery of the quantities of Mault brewed by theſe Defendants; Wherefore, and for many other apparent defects in the ſaid Bill theſe Defendants do deny to anſwer to all the matters before mentioned and to all the matters in the ſaid Bill not herein after anſwered unto, and alſo to the relief prayed, and do humbly crave the Judgment of this honourable Court, whether they or either of them ſhall be compelled to make any other or farther Anſwer thereto. And for Anſwer theſe Defendants ſay, that what Agreement was made, was made by the Defendant *J. W.* the younger with the Plaintiffs now Wife, which Agreement this Defendant *J. W.* the younger, ſaith was made in or about *September*, ſometime before *Michaelmas*, in the year one thouſand ſix hundred eighty four, this Defendant being then at his Brew-houſe in *Turnmil* Street, the Plaintiffs Wife came thither to him and propoſed to buy and take of this Defendant ſuch quantity of Grains as ſhe then mentioned, whereupon a rate or price was agreed upon, and this Defendant on be-

half of himſelf and the other Defendant *J. W.* Senior, did agree to let her have half a Tun of Ale Grains, being brewed off every *Tueſday*, *Fryday* and *Saturday*, and a Quarter and an half of Beer Grains every *Tueſday*, and a Quarter of Beer Grains every *Saturday* in every Week, beginning at *Michaelmas* then next, being *Michaelmas* one thouſand ſix hundred eighty four, until *Michaelmas*, one thouſand ſix hundred eighty five, according to the cuſtom, to be taken by the Plaintiff, his Wife, or his Servants, at theſe Defendants Brew-houſe at *Spye Corner*, near to *Smithfield*, if theſe Defendants did brew on thoſe days, and the rate and price agreed upon was fourteen pence *per* Quarter. And the Plaintiff's Wife did agree to pay, and promiſed that ſhe would pay ſo for all the Grains ſo to be delivered, or to that very effect, which was the whole Agreement to the beſt and utmoſt of this Defendants knowledge or remembrance, ſave that this Defendant promiſed to give her a Kilderkin of Ale at *Chriſtmaſs*. And theſe Defendants do ſeverally deny that there was any other Agreement made with the Plaintiff or his Wife, or any other on his or their behalf. And theſe Defendants *J.* the younger and *J. H.* do believe that this Defendant *J. H.* was preſent at the ſaid Agreement, and that a Servant of the Plaintiff or his Wife was then alſo preſent. But what his Name was or where he is or hath ſince dwelt theſe Defendants or either of them do not know,

nor

nor do they or either of them, each answering for himself, know or remember that any other persons whatsoever, was seen by or present. And these Defendants do severally say and hope to prove to the satisfaction of a Jury, if the Plaintiff shall think fit to stand a Tryal at Law for the same, That they did fully perform the said Agreement, and the Plaintiff may be well assured, that these Defendants shall not be able to recover damages at Law for any more or greater quantities of Grains than what they shall make appear to be delivered to the Plaintiff or his use. And this Defendant *J. H.* doth confess, That he as a Servant or Clerk to the other Defendants, at their New-House at *Spye Corner*, did on or about the one and thirtieth day of *March* last receive of the Plaintiff, or his Order, the sum of forty pounds, and on or about the twenty sixth day of *June* last, the farther sum of fifty Pounds in part of what was due to the said other Defendants for Grains delivered, and gave two several Acquittances for the said Sums, to which Acquittances this Defendant refers himself. And all these Defendants, each answering severally, do deny that they or either of them or any other to their or either of their use or uses, to their several knowledge or belief, have any ways had or received of the Plaintiff, or any other by his order or for his use, any other Sum or Sums of Money whatsoever, for or towards satisfaction

on

on of the said Grains or otherwise, but do believe and hope to prove to the satisfaction of a Jury, That during the said year they did deliver or cause to be delivered to the Plaintiff or his order and use so many Quarters of Grains as at fourteen pence the Quarter, being the rate agreed upon, came to one hundred fifty two pounds, two shilling, eleven pence half peny, out of which they are ready and willing to deduct and discount the said Sums of forty pounds and fifty pounds received as aforesaid, and then there remains due to them from the Plaintiff, the Sum of sixty two pounds, two shillings, eleven pence half peny, as near as they can compute the same, which they have caused to be demanded of the Plaintiff, but he hath denied or neglected to pay the same, but instead of honestly paying for the said Grains what remains justly due, as aforesaid, hath, as these Defendants are informed and doubt not to prove, made several addresses to several other persons who have dealt with these Defendants, and hath invited and perswaded them to joyn with him in a Bill in *Chancery* against these Defendants, and the better to draw them thereto, did boast that he was a Solicitor, and was able to Solicit and follow the Suit, and would compel these Defendants, for their own quiet, to make some considerable Abatements or Compositions, or to that very effect; but not being able to draw in any of them, they severally declaring

to

to him, that they were really satisfied of the integrity and just dealings of these Defendants, and therefore would not commence any Suit against them, or to that effect, The Plaintiff hath now ventured upon the Suit alone, and hath frequenly threatned how long he can keep these Defendants in *Chancery*, and what he will compel them to spend, of which these Defendants humbly hope this Court will take the consideration. And this Defendant *R.H.* saith, That he is no ways concerned or interessed but as a Clerk to the other Defendants, aforesaid. Without that, that any other matter or thing in the said Complainants said Bill of Complaint contained, material or effectual in the Law for these Defendants to Demur and make Answer unto, and not herein or hereby well and sufficiently demurred and answered unto, confessed or avoided, traversed or denied, is true, to the knowledge of them these Defendants. All which matters and things they these Defendants are ready to aver, maintain and prove as this honourable Court shall Award. And humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

Ric. Holford.

The

The Joynt and ſeveral Pleas, Demurrers and Anſwers of *T. P.* Gentleman, *S. D.* Spinſter, *E. C.* Widow, *G. P.* Gentleman, *J. C. C. T. R. E.* and *W. F.* Defendants to the Bill of Complaint of *H. D.*

The Defendants Plead in Bar to part of the Complainants Bill to compel them to diſcover their Titles, that the Complainant hath conveyed the Premiſſes in queſtion to another perſon who defended an Action in Ejectment brought by one of the Defendants to the ſaid Lands. And to another part of the Bill, where by the Plaintiffs own ſhewing he was under Age at the time of the Articles of Agreement, Demurs for that the ſame is void in Law, and cannot bind the Complainant or his Heirs.

THE ſaid Defendants by Proteſtation not confeſſing or acknowledging all or any of the matters and things in the Complainants Bill of Complaint contained to be true, in ſuch manner and form as the ſame are therein ſet forth and charged againſt theſe Defendants, Theſe Defendants for Plea to ſo much of the Complainants Bill as is to compel theſe Defendants to ſet forth and diſcover their reſpective Titles in and to the Manor, Lands, Tenements and Hereditaments in the Bill of Complaint mentioned, or any part thereof,

, they ſay, That the ſaid Complainant ath ſeveral times within theſe twelve lonths laſt paſt, affirmed to the Defen-ant *T. P.* and to ſeveral other perſons, as heſe Defendants *S. D. E. C. G. P. J. C. R. T.* nd *W. F.* have been informed, and the ſaid *T. P.* doth now affirm, That he hath ſold nd conveyed away unto *J. F.* of *Grays-n*, in the County of *Middleſex*, Eſq; all s Eſtate, Title, Intereſt or Claim, of, in to the ſaid Manors, Lands and Premiſ-s in his now Bill of Complaint mentio-d. And the ſaid *J. F.* hath now alſo ithin the ſaid time very often affirmed the ſaid *T. P.* and ſeveral other perſons, at he had bought in and purchaſed of e now Complainant all his Eſtate, In-reſt, Title or Claim in or to the ſaid Ma-or, Lands and Premiſſes now in variance. nd thereupon this Defendant *T. P.* on be-alf of himſelf and the other Defendant *D.* did fall into a treaty with the ſaid *F.* and the ſaid *T. P.* and ſeveral of their riends. And the ſaid Complainant did now of the ſaid Reference, and gave en-ouragement to the ſaid *T. P.* to treat and gree with the ſaid *J. F.* and did then al-o affirm, That he had nothing to do with r laid any claim to the ſaid Manor and Lands. And the ſaid *J. F.* in an Action f Treſpaſs and Ejectment, brought by this Defendant *R. T.* upon the ſuppoſed Demiſe f the Defendants *J. C.* and *C. T.* which as tryed the laſt Aſſizes at *W.* did ake upon him the defence of the ſaid Action,

Action, did defend the ſame at the ſaid Tryal accordingly. All which theſe Defendants do aver, and are ready to prove the ſame as this honourable Court ſhall award; by reaſon whereof theſe Defendants are adviſed that the Complainant having no Intereſt or Title of, in or to the ſaid Manor, Lands and Premiſſes, but having transferred the ſame unto the ſaid *J. F.* as aforeſaid, they nor any of them are obliged or compellable by the Rules and Practice of this honourable Court either to diſcover or ſet forth the particulars of their or any of their Conveyances or Aſſurances, or the nature of them, or the manner of Execution of them, or to ſet forth their or any of their Intereſt or Title of, in or to the ſaid Manors, Lands, and Premiſſes, or any part thereof, and therefore humbly pray the Judgment of this honourable Court, whether they ſhall make any farther or other Anſwer to the ſaid Bill of Complaint in this particular. And theſe Defendants farther ſay, That by the Complainants own ſhewing in and by his ſaid Bill of Complaint, he was an Infant under the age of one and twenty years, at his time of entring into the ſaid Articles of Agreement, in his Bill of Complaint mentioned, with the ſaid Defendant *T. P.* and if ſo, the ſame is voidable in Law, and ought not to be any ways binding or obliging to the Complainant or his Heirs. And therefore, and for divers other apparent defects and imperfections in the

ſaid

said Bill of Complaint contained, these Defendants do demur in Law, and humbly demand the Judgment of this honourable Court, whether they or any of them shall be compelled to make any farther or other Answer in any particular touching his Infancy, or other than what herein hereafter followeth. And for Answer to such part of the Bill of Complaint as is not pleaded or demurred unto, these Defendants say, and all of them for and by themselves severally deny all and all manner of undue practice, confederacy or combination whatsoever, one with another, or to or with the other persons in the said Bill of Complaint named for Defendants, or any of them, or to or with any other person or persons whatsoever, to defeat, defraud, or circumvent the said Complainant, as in the said Bill is scandalously pretended, or to any other intent or purpose whatsoever. And all these Defendants for themselves severally deny that they or any of them have or hath, or ever had the said pretended Deeds of Settlement or Inrol in the Bill mentioned, or any or either of them, or any other Deeds, Writings or Evidences whatsoever, touching or concerning the said Manor, Lands and Premisses, in the Bill mentioned, or any part thereof which do any ways tend to the making out or proof of any Title or Interest of or for the Complainant in and to the same, or any part thereof, nor do these Defendants or any of them claim any Interest

tereſt or Title in or to the ſaid Manor, Lands and Premiſſes, in the Bill mentioned, or any part thereof, by, from or under the Complainant; nor did theſe Defendants or any of them, by, from or under any Title derived from the ſaid Complainant, commence or proſecute any Action of Treſpaſs and Ejectment brought in the name of the ſaid Defendant *R. T.* as Leſſee or ſuppoſed Leſſee of the ſaid *J. C.* and *C. T.* which was tryed at the laſt Aſſizes at *W.* wherein the now Complainant did not enter into any Rule to defend the ſame, although he knew thereof, as theſe Defendants *T. P.* and *S. D.* hope to prove to this honourable Court; but the ſaid Mr. *F.* took upon him the defence of the ſaid Action, and produced Witneſſes and ſeveral Deeds and Evidences at the ſaid Tryal. And after Evidence given on both ſides, a Verdict therein paſſed for the ſaid Defendant *R. T.* then Plaintiff in the ſaid Action, for part of the ſaid Manor and Lands now in variance, but theſe Defendants have as yet no benefit of the ſaid Verdict, but Execution thereof is ſtayed by the Injunction of this honourable Court, obtained by the ſaid *J. F.* in another Cauſe, wherein he is Plaintiff againſt theſe Defendants and others. And theſe Defendants *T. P.* and *S. D.* ſay, That they hope to prove to this Honourable Court, That the Bill of Complaint exhibited againſt the ſaid now Complainant is exhibited and this Suit proſecuted by and at the charge of

of the said *J. F.* and not by the Complainant, and that the said Complainant hath so acknowledged, and that the said *J. F.* hath unnecessarily and causlesly exhibited this Bill in the now Complainants name, on purpose (as these Defendants belive) to vex and trouble these Defendants, and to put them to unnecessary Charges in the Law, of which these Defendants hope this honourable Court will take due consideration, and consider the same in Costs to these Defendants. And therefore traverse and say, Without that, that, *&c.*

The Demurrer of *W. F.* and *A. F.* Eſquires, two of the Defendants for their parts, to the Bill of Complaint of *T. J.* Gentleman, pretended ſurviving Executor of the laſt Will and Teſtament of *R. C.* deceaſed, Complainant.

The Defendant Demurs, for that the Plaintiff pretending a Title to the Lands in queſtion, for a Term of Years, doth not ſet forth the Leſſors Title, Seiſin or Eſtate, and that claiming under a pretended Will, doth not ſhew that the Will was Proved before a competent Ordinary, and that Suing for mean Profits, he doth not ſet forth, That the Defendant, or any under him, entred on the Premiſſes. And that the Bill being to be relieved upon a pretended Leaſe for Years, made by J. F. Deceaſed, againſt a former Leaſe of Mortgage, he doth not ſet forth the certainty nor nature of the Mortgage, nor the Sum of Mony ſecured or to be redeemed.

THE ſaid Defendants by Proteſtation not confeſſing or acknowledging any thing in the ſaid Bill of Complaint contained to be true, in ſuch ſort, manner and form as in and by the ſaid Bill of Complaint, the ſame is ſet forth and alledged, do ſay, as they are informed by their Councel, That the ſaid Bill of Complaint

plaint and the matters and things therein contained, are ſo incertain and inſufficient in the Law, as that the Defendants are not bound by the Laws of this Land to make any Anſwer at all thereunto: And namely and particularly for the cauſes following. Firſt, for that the Plaintiff by his Bill doth pretend a Title to the Meſſuage and Lands in the Bill mentioned, for a term for years yet in being, from Sir *E. F.* Baronet, deceaſed, and yet doth not ſhew or ſet forth any Seiſin, Title, or Eſtate in the ſaid Sir *E. F.* to enable him to make the ſaid Leaſe, but only alledgeth in general Words, That the ſaid Sir *E.* was or pretended himſelf to be ſeized in his Demeſne as of Fee, but doth not ſhew or ſet forth of what Lands he was ſo ſeized, or whether he was ſeized of the Lands in queſtion, or not, which he ought to have done, as theſe Defendants are informed by their Councel. Secondly, The ſaid Plaintiff by his Bill claims by and under a pretended Will, ſuppoſed to be made by the ſaid *R. C.* whereof he ſtileth himſelf the ſurviving Executor, but doth not ſhew or ſet forth by his ſaid Bill, that the ſaid Will was duly proved before the competent Ordinary in that behalf, for that the Law doth not take notice of any other perſon but only the Ordinary for proof of Wills, and the Probate thereof before a Chancellor is not a ſufficient power to inable the Plaintiff to maintain an Action or Suit thereupon, as theſe Defendants are inform-

ed by their Councel. Thirdly, The Plaintiff by his Bill claims and ſues for the Rents, Iſſues and Profits of the ſaid Meſſuage, Lands and Premiſſes, ſuppoſed to be had, received and taken by the Defendants for many years paſt, and yet the Plaintiff by all or any part of his Bill doth not alledge, That he or the deceaſed *R. C.* or any other under him have entred into the ſaid Meſſuage, Lands and Premiſſes, but rather on the contrary it appears by the ſaid Bill, that the ſaid Complainant or the ſaid *C.* have only intended or indeavoured to enter into the ſaid Meſſuage, Lands and Premiſſes, but did not enter, ſo that until entry and diſturbance thereupon, the Plaintiff hath no cauſe in Equity to queſtion the Defendants for the Rents, Iſſues and Profits of the Premiſſes, or to moleſt or trouble the Defendants by this Suit, as they are informed by their Councel. Fourthly, The Scope of the Plaintiffs Bill, by his own ſhewing, is to be relieved upon a pretended Leaſe for twenty and one years, ſuppoſed to be made by *E. F.* deceaſed, againſt a former Leaſe made by the ſaid Sir *E. F.* to *M. K.* in the Bill named, which the Plaintiff alledgeth to be a Mortgage, or other ſecurity for a great Sum of Mony, but the ſaid Plaintiff doth not ſhew or ſet forth the certainty or nature of the ſaid Mortgage, nor for what Sum of Mony the Lands were ſo Mortgaged or Secured, or to be Redeemed, nor that the ſaid *R. C.* had any Liberty Power or Authority

thority granted unto him by the ſaid Sir *E. F.* the Mortgagor, to redeem the Premiſſes from the ſaid *M. K.* nor was or is any privity of Contract between the ſaid *R. C.* and the ſaid *M. K.* or between the Plaintiff and the ſaid *M. K.* or the now Defendant. Fifthly, In caſe the ſaid Sir *E. F.* did make any Mortgage of the ſaid Lands and Premiſſes to the ſaid *M. K.* and had ſuch liberty and power of redeeming, as is ſet forth by the ſaid Bill, and that afterwards he made the ſaid pretended Leaſe of one and twenty years, to the ſaid *R. C.* as is likewiſe ſet forth by the ſaid Plaintiffs Bill, the Defendants do ſay, That thereby the ſaid *E. F.* did deſtroy and determine the ſaid liberty and power of redemption, and that had he been living he could not by any Legal or Judicial proceedings, either in Law or Equity, have been inabled to redeem the ſame, for that by the making of the ſaid ſecond or latter Leaſe to the ſaid *R. C.* he had extinguiſhed and determined his liberty and power of Redemption, as theſe Defendants are informed by their Councel: For all which cauſes, and many other inſufficiencies and imperfections appearing in the Plaintiffs Bill, the Defendants by and under the favour of this honourable Court do demur in Law unto and upon the ſaid Bill of Complaint, and therein do humbly demand the Judgment of this honourable Court. All which matters and things theſe Defendants are and will be

ready to aver, maintain and prove, as this honourable Court ſhall award, and pray to be hence diſmiſſed with their reaſonable Coſts and Charges herein wrongfully ſuſtained.

The ſeveral Demurrer of the Right Honourable C. *Earl of* M. *one of the Defendants to the Bill of Complaint of* J. C. *Complainant.*

THE ſaid Defendant by Proteſtation, not acknowledging or confeſſing all or any of the matters or things in the ſaid Bill of Complaint contained to be true, in ſuch manner and form as the ſame are therein and thereby ſet forth and alledged, ſaith, He is adviſed by his Councel, That there is no matter or thing in the ſaid Bill contained, good and ſufficient in Law, whereby to call this Defendant in queſtion in this honourable Court for the ſame, but that there is good cauſe of Demurrer thereunto, for that it appears of the Complainants own ſhewing, in and by his ſaid Bill, That the Scope and end thereof is for the Complainant, as being Adminiſtratrix of the Goods and Chattels of *R. C.* deceaſed, with his Will annexed, unadminiſtred by his Executors therein named, to be relieved touching a Leaſe or Term of one and twenty years, of a Meſſuage and certain Lands in the Bill mentioned, ſuppoſed to be demiſed by Sir *E. F.* unto the ſaid *R. C.* deceaſed, by Indenture bearing

bearing date the first day of *June*, in the seventeenth year of the Reign of King *Charles* the first, for such Term as aforesaid, to commence from and immediately after the decease of one *E. M.* in the Bill named, then Tenant in possession of the Premisses, and to charge the Lands with four hundred pounds and Interest, alledged to have been the consideration paid for the said Term, or to be answered out of the Lands and the Profits for one and twenty years. To which said several matters and all other the things in the said Bill contained, this Defendant doth Demur, and for cause of Demurrer sheweth, That it appeareth of the Complainants own shewing, that the said *E. M.* dyed in or about the year one thousand six hundred forty eight, and that the said Term or Lease for twenty one years, touching which he seeks relief, expired, in or about the year one thousand six hundred sixty nine, and therefore inasmuch as the Land was not, nor is not any way chargable with, or lyable unto the Plaintiffs demands, either in Law or Equity, after the expiration of the said Lease; nor is the Defendant, for ought appears by the Bill, any ways answerable or accountable in Equity, for any profits of the Premisses, taken during the said Term of twenty one years, and therefore it is reasonable to presume, That the said Lease was surrendred or delivered up to the Executors of the said *R. C.* it appearing of the Complainants own shewing,

That the ſame long ſince came to the Hands of *W. F.* and *A. F.* in the Bill named, or one of them, who then claimed to have an Eſtate and Intereſt in the ſaid Lands and Premiſſes, and entred and took the Profits thereof; And foraſmuch as a demand of this nature, eſpecially after ſo great a length of time, as aforeſaid, ought not to be countenanced in this Honourable Court; And the ſaid Bill containing in it no Equity againſt this Defendant: This Defendant therefore for all the ſaid cauſes, and for ſeveral other defects and manifeſt imperfections of the ſaid Bill of Complaint, doth demur in Law to the ſaid Bill of Complaint, and abides by the Judgment of this Honourable Court, whether he ſhall be inforced to make any other or farther Anſwer thereunto, and prays to be hence diſmiſſed with his reaſonable Coſts and Charges in this behalf wrongfully ſuſtained.

T. Vernon.

The

The Answer and Plea of J. S. *of* London, *Merchant, to the Bill of Complaint of* J. W. *Esq; Complainant.*

THE said Defendant saving to himself the benefit of Exception to the incertainties and insufficiencies of the said Bill, as is not herein after pleaded unto, he answereth and saith, That true it is, the Complainant did about the time in the Bill for that purpose mentioned, send this Defendant a Release, but this Defendant doth positively deny, that he this Defendant did by any indirect ways and means whatsoever get the said Release into his hands, or that this Defendant did take any advantage of the said Defendants distressed condition, or that he did or doth combine with any person or persons whatsoever, intending to defraud and deceive the Complainants Creditors of any Sum or Sums of Mony, pretended to be due to the Complainant. But this Defendant saith, that he confesseth that he hath and still doth refuse to pay unto the Complainant or his Creditors, the Sums by the said Bill demanded, as he hath good reason so to do, for that about the time when the said Complainant sent the said Defendant the said Release, there was very little due unto the said Complainant, according to the best of this Defendants remembrance and belief. And this Defendant farther

ther ſaith, That he this Defendant was a very great friend to the ſaid Complainant, and at that time did ſtand actually bound for him the ſaid Complainant in the Sum of ten thouſand pounds to the Warden of the *Fleet* for his the ſaid Complainants returning back to the *Fleet*, and that by means thereof the ſaid Complainant had his liberty in order to the getting in of his Debts, and that the ſaid Complainant did not make any demand at the time when he ſent this Defendant the ſaid general Releaſe, of any Sum or Sums of Mony, and hath reſted ever ſince without bringing any Bill or Action againſt this Defendant, until the time of exhibiting the ſaid Bill, and therefore this Defendant believes the ſaid Complainant did not at the time when he ſent this Defendant the ſaid Releaſe, intend ever to inſiſt upon the Ballance of the Account that was between them. And this Defendant for Plea unto that part of the ſaid Bill which prays an Account and Relief againſt this Defendant upon the ſame, ſaith, That the ſaid Complainant by a Writing under his Hand and Seal, bearing date the twentieth day of *June*, one thouſand ſix hundred ſixty one, hath, for himſelf, his Executors, Adminiſtrators and Aſſigns, acquited and diſcharged this Defendant, his Heirs, Executors, Adminiſtrators and Aſſigns, of and from all Bills, Bonds, Debts, Reckonings and Accounts whatſoever, from the beginning of the World to the day of the

e date thereof; to the executing which
id Releaſe, there are three perſons na-
ed as Witneſſes (*viz.*) *A. L. P. W.* and *A. R.*
nd therefore this Defendant doth plead
e ſaid Releaſe in bar to the Complain-
s demand by his ſaid Bill, and humbly
mands the Judgment of this honourable
ourt, whether he ſhall be compelled to
ke any farther or other Anſwer.

Sa. Blackerby.

The joint and ſeveral Pleas and Demurrers of *J. S.* and *J. H.* two of the Defendants to part, and their joint and ſeveral Anſwers to the reſidue of the Bill of Complaint of *W. M.* Complainant.

Defendants plead a Verdict to part of the Complainants Bill, and demurs to the other part, for that there is no ground or foundation of Equity for the Complainant to make a Decree, and that if they were ſurprized at the Tryal at the Common-Law, they ought to move for redreſs in the ſame Court. And for that A. *Wife of* J. H. *one of the Leſſors is not made a Party.*

THE ſaid Defendants by Proteſtation, not confeſſing or acknowledging all any of the matters or things in the Bill tioned to be true, in ſuch manner and form

form as the ſame are therein and thereb
ſet forth, for Plea they jointly and ſevera
ly ſay, That the Complainant on or abo
the twelfth day of *May* laſt, did Exhib
his Bill of Complaint into this honourabl
Court againſt theſe Defendants, and again
A. the now Wife of this Defendant *J. H.*
thereby ſetting forth his the Complainant
pretended Title to the Meſſuage or Ten
ment Stable and Premiſſes in the Bill men
tioned, by and under the Will of *W. W.* i
the Bill named, which Will the Complain
ant did thereby ſet forth to be remainin
in the Prerogative Court, and in ſuc
other manner as in the Complainants no
Bill is ſet forth, and complaining that the
Defendants and the ſaid *A.* the Wife o
the Defendant *J. H.* intending to diſinhe
rit the Complainant, did pretend Title t
the Tenement, Stable and out-Rooms there
in mentioned in the Complainants poſſe
ſion, and that they were not the ſame Pre
miſſes deviſed by the ſaid Will, and ſup
poſing that the Complainant had no Wi
neſſes to prove the ſame, or that the
were very ancient, whereby they coul
not live long, theſe Defendants had di
ſturbed the Complainants poſſeſſion. An
that this Defendant *J. S.* gave out, that h
intended to enter on the Premiſſes, an
to commence Suits for recovery thereof
but refuſed to diſcover his Title, And fo
that the Witneſſes to the Will, and wh
could prove the Complainants Title an
the enjoyment, and that the Houſes claim

by theſe Defendants to be by the ſame viſed, were very ancient and infirm, and caſe they ſhould dye before they were amined, the Complainant might be pre-diced; therefore that the Defendant *J. S.* ght diſcover his Title and under whom claims, and by what Deeds, and what knew or had heard touching the ſaid ll and the ſaid Tenement, Stable and Rooms thereby deviſed, and whether y were not the ſame that were devi-d and might anſwer all other the Pre-iſſes, and that the Complainants Witneſ-might be examined in this Court for preſervation of their Teſtimonies, and t the Complainant and his Heirs might ve the uſe and benefit thereof, and that might have an Anſwer and diſcovery d be relieved in the Premiſſes, was the ope of that Bill. Whereunto this De-ndant *J. S.* did ſoon after put in his nſwer, and did thereby ſet forth the th of his knowledge, and of what he d heard, as to the ſaid Will of the ſaid *W.* And as to the Complainants Ti-to the Tenements deviſed, that the mplainant then had and enjoyed the me, which was all that was deviſed by ſaid Will to the ſaid *S.* and his Wife, this Defendant conceived. But as to the o Meſſuages or Tenements in the Bill entioned, lately built on certain ground ar thereunto, by *G. H.* who was Leſſee r years under the Defendant *J. S.* did ereby ſet forth, That the ſaid two Meſ-

ſuages

ſuages with the Stable and ground whereon the ſaid two Meſſuages were built, then were not nor ever were parcel of the Tenement, Stable and Premiſſes, deviſed by the ſaid *W. W.* to the ſaid *S.* and his Wife but were part of other Tenements, Ground and Poſſeſſions of the ſaid *W. W.* and which were by him deviſed to *N. W.* in the Bill named, and his Heirs, from and under whom the Defendant *J. S.* had and claimed Title (amongſt other things) to the ſaid two Meſſuages and Stable. He this Defendant *J. S.* and thoſe under whom he claimed, having ever ſince the death of the ſaid *W. W.* until about twelve Months then before, quietly enjoyed the ſaid Stable and the ſaid two Houſes and the ground whereon the ſame were built by the ſaid *G. H.* and conſtantly had or received the Rent thereof. And this Defendant *J. S.* did thereby farther ſet forth, That he did not know or believe, or ever heard but then lately by the Complainant and his Agents, that the two Houſes and Stable, or any part thereof were ever the ſame or part of, or belonging to the Meſſuage deviſed to the ſaid *S.* and his Wife, or to that effect, wherein the Complainant hath examined ſeveral Witneſſes, as by the ſaid Bill, Anſwer and Depoſitions remaining as of Record in this Court, it doth and may appear. And theſe Defendants farther aver and ſay, That *N. W.* the Son of the ſaid *N.* the Deviſee, for a valuable Conſideration, having well conveyed,

as

theſe Defendants are adviſed, the ſaid
ble and the ground and place where-
the ſaid two Houſes are built, amongſt
er things, and without any Exception,
J. S. deceaſed and his Heirs, near forty
rs ſince, under whom this Defendant
S. claims the ſame. And this Defen-
nt *J. S.* and thoſe under whom he
ims, having been in poſſeſſion, and re-
ved the Profits of the ground or place
reon the ſaid two Houſes now ſtand,
this Defendant *J. S.* did demiſe the
e by Leaſe to the ſaid G. *H.* for a term
years yet enduring, at a yearly Rent,
entred thereinto, and erected the ſaid
Meſſuages and Tenements at his own
ts, and afterwards for a good and valua-
conſideration, aſſigned the ſame to this
endant *J. H.* and to the ſaid *A.* his Wife,
received the Rents and Profits there-
till within theſe two years laſt paſt,
n the Complainant got into the poſ-
on thereof; by virtue of which ſaid
e and Aſſignment this Defendant *J. H.*
the ſaid *A.* his Wife, are, as theſe De-
ants are adviſed, well intituled to the
two Houſes or Tenements during the
term, the Reverſion or Inheritance
eof being in the Defendant *J. S.* And
Defendant *J. H.* and the ſaid *A.* his
e being Purchaſers thereof, and the
plainant having gotten into poſſeſſion
foreſaid, they in or about *Eaſter*-Term
paſt, brought an Action of Treſpas and
ment, in his Majeſties Court of *Kings-*
Bench

Bench at *Weſtminſter* againſt the Complai
nant, in the name of *O. E.* their Leſſee, fo
the recovery of the Poſſeſſion thereof
whereunto the Complainant having appear
ed and pleaded, the ſame came to b
tryed at the laſt Aſſizes for the County
of *Surry*, before Mr. Juſtice *Twiſden*, a
which time the Complainants Councel in
forming the Judge that it would be a lon
Cauſe, it was put off on their motion, t
be tryed the laſt Cauſe at that Aſſiſes, an
a time appointed by the Judge for th
tryal thereof, which came on accordingl
in the preſence of the Complainants Coun
cel and Witneſſes, who were fully heard
And this Defendant *J. H.* and the ſai
A. his Wife having produced and prove
the Deed of Purchaſe, and proved a goo
Title to the ſaid two Houſes, by and un
der the ſaid Leaſe made by this Defendan
J. S. who, and thoſe under whom he claim
ed, having had near forty years poſſeſſio
ſince the ſaid Purchaſe, from the ſaid la
mentioned *N. W.* and thereupon, and upo
producing the Regiſtry of the ſaid Wil
which by reaſon of the length of tim
was admitted to be good Evidence: Th
Defendant *J. H.* and his Wife's, Leſſee in th
Ejectment, obtained a Verdict againſt th
Complainant for the ſaid two Houſes o
Tenements, which was all that they de
clared for, as by the Proceedings thereo
remaining of Record in the ſaid Court o
Kings-Bench, it doth and may more full
appear. All which matters theſe Defen
dant

dants do plead in bar to the Complainants ſaid Bill of Complaint, and to the diſcovery and relief thereby prayed. And theſe Defendants do alſo demur to ſo much of the ſaid Bill as is not herein after answered. And for cauſe of Demurrer ſay, That the Complainants Bill contains not any ground or foundation of Equity wherein this honourable Court can or may afford the Complainant any Decree or relief againſt theſe Defendants, as they are adviſed, for that the matters therein ſet forth, are meerly tryable by a Jury, at and by the Common Law of this Kingdom, and may and ought to be there offered and given in Evidence, and ought not to be drawn unto any farther examination into this Court, eſpecially in regard the ſaid former Bill and Proceedings are ſtill depending, whereon the Complainant hath had or may have ſuch diſcovery, and ſuch aid and aſſiſtance as to the examination of his Witneſſes, as he prayed, or is uſually afforded or can be afforded, as theſe Defendants are adviſed. And alſo for that in caſe the Allegations of the Complainants Bill were true, that the Complainant could not produce his Witneſſes at the ſaid Tryal which with his Councel were then abſent, whereby he was ſurprized as is pretended, the Complainant may and ought to make his application to the ſaid Court, where the ſaid Action was brought, for a new Tryal, or for ſuch other direction or order therein as they ſhall think fit, who

are the proper Judges thereof, or elſe the Complainant may bring ſuch Action or Actions at Law for the recovery thereof, if he have any Title, as he ſhall be adviſed. And for that the ſaid *A.* the Wife of the Defendant *J. H.* who is one of the Leſſors, and is a joynt Tenant with this Defendant her Husband, is not made a party to the ſaid Bill. And therefore, and for the reaſons in the Plea ſet forth, theſe Defendants do demur in Law to the ſaid Bill, and humbly demand the Judgment of this Honourable Court, whether they ſhall be compelled to Anſwer to ſo much of the ſaid Bill; but for Anſwer to the reſidue thereof, they theſe Defendants do jointly and ſeverally deny all manner of fraud, practice, combination or confedracy whatſoever, by the Bill laid to their charges, or otherwiſe howſoever. And humbly pray to be hence diſmiſſed with their coſts and charges in this behalf moſt wrongfully ſuſtained.

Geo. Hutchins.

The

The Demurrer of Sir *A. N.* Baronet, one of the Defendants to the Bill of Complaint of Sir *T. R. J. R.* and *W. R.* Complainants.

The Plaintiffs, Executors of K. N. *Exhibiting their Bill for Arrears of an Annuity due to the Teſtatrix at her death, and to have the Defendants Sir* A. N. *and* L. N. *pay it with Damages and Coſts, and alledging that Sir* A. N. *gave Bond or Covenants to* K. N. *in her Life-time for* 180 l. *Arrears of the Annuity, which is come to the Defendant Sir* A.*'s hands, and detained by him, and that afterwards Sir* A. *Exhibited his Bill againſt the Teſtatrix, the ſurviving Executor of Sir* J. N. *and* L. N. *to be relieved againſt the Rent and Arrears, and to place the ſame on the Executor and* L. N. *The Defendant Sir* A. N. *Demurs, and for cauſe thereof ſaith, That the Bill contains no Equity to ground any Decree upon, not only for that the Plaintiffs of their own ſhewing have the Grant which created the Rent-Charge, and nothing hinders them from ſuing at Law. And for that the Complainants have not made the uſual Oath, That there was ſuch Bond or Covenant, and that they know not what is become of the ſame; but alſo for that it doth not appear by the Bill, that the Court made any Decree againſt the Defendant for the Annuity or Arrears, or that any Decree was for the benefit of* K. N.

THIS Defendant by Proteſtation not confeſſing or acknowledging all or any of the matters or things in the ſaid Bill of Complaint contained to be true in ſuch manner and form as therein and thereby they are alledged, ſaith, That the main end and ſcope thereof being to have the Arrears of the thirty pounds *per annum* Rent-charge thereby alledged to be due unto *K. N.* therein named, at her Death, paid unto them by this Defendant and *L. N.* the other Defendant, with damages and Coſts, and for that purpoſe alledge, That by the Grant of the ſaid pretended Rent-Charge, alledged to be in their cuſtody, and to bear date the twelfth day of *January*, one thouſand ſix hundred fifty two, the whole Eſtate of the ſaid Sir *J. N.* ſaid to be two thouſand pounds *per annum*, and upward, and the whole Eſtate of this Defendant his Son and Heir, worth five hundred pounds *per annum* was liable by diſtreſs to ſatisfie the ſame to *W. N.* deceaſed therein named, his Executors, Adminiſtrators and Aſſigns, for ninety nine years, if he and the ſaid *K.* or either of them ſhould ſo long live. And the ſaid Bill doth farther ſet forth, That in or about the year one thouſand ſix hundred and ſeventy, the ſaid Sir *J.* conveyed part of his ſaid Lands to the Defendant *L.* chargeable with ten pounds *per annum*, if the ſaid Rent-charge, payable to the ſaid *K.* who the Bill alledgeth was then intituled by the deviſe of, and as Executrix to the ſaid *W.* to the whole

whole Rent-charge for the reſidue of the ſaid Term, determinable with her own death, and likewiſe alledge, That the ſaid Rent being in arrear ever ſince the year one thouſand ſix hundred ſeventy five, That the ſaid Sir *J.* dyed, leaving a perſonal Eſtate come to the hands of his Executors *W. N.* his Son and *J. N.* his Grandſon, more than ſufficient to pay his Debts, and leaving two thouſand pounds *per annum* and upwards in Lands, Tenements and Hereditaments to come to the Defendant his Son and Heir. And that afterwards the ſaid *L.* and this Defendant ſuffering the ſaid Rent to run one hundred and fourſcore pounds, and upwards, in arrear, this Defendant gave his Bond, Covenant or Agreement in Writing as a farther Security for thoſe Arrears, payable to the ſaid *K.* her Executors or Adminiſtrators, which they alledge is come to the hands of this Defendant, and to be detained by him from them, and that afterwards this Defendant deſigning to defraud her of her Arrears, Exhibited a Bill in this Court, againſt her and *W. N.* the ſurviving Executor of Sir *J.* and *L. N.* to be relieved againſt the ſaid Rent and Arrears, and ſeeking to place the ſame on the ſaid *W.* and *L.* upon the Allegations in the Complainants ſaid Bill ſet forth, and on the 11th day of *June*, in the thirty fifth year of the Reign of our Sovereign Lord King *Charles* the Second, the cauſe being heard, *L. N.* was decreed to pay, free and diſcharge this Defendant,

againſt ten pounds *per annum* therefore out of the Lands ſetled on him by Sir *J.* to that end. And that this Defendant ſhould be chargable with no more than twenty pounds *per annum* therefore from Sir *J.*'s death to the end of the term. And that afterwards about *April*, one thouſand ſix hundred eighty four, the ſaid *K.* dyed, having two hundred and ſeventy pounds and upward, due and in arrears to her, beſides coſts, having firſt, as pretended, made her laſt Will, and the Plaintiff Executor, which they alledged is proved by one, with liberty for the reſt to come in and prove, and that by virtue of the Will they were intituled to the Arrears, and had demanded them, which the Defendants refuſe to pay, on pretence that *K.* had no right or title, or that if ſhe had a right, ſhe releaſed it ſhortly before her death, or elſe that ſhe received theſe Arrears, or a great part thereof, and that there was not two hundred and ſeventy pounds due at her death. To which Bill and all the diſcovery and relief thereby prayed as againſt him this Defendant, he this Defendant doth Demur in Law, and for cauſe of demurrer ſaith, That the ſame contains not any Equity to ground any Decree upon, or to gain any ſuch diſcovery or relief, as thereby prayed; not only for that the ſaid Complainants of their own ſhewing, have the Grant which created the ſaid pretended Rent-charge, and there is nothing alledged by the ſaid Bill that hinders their ſuing for

and

and recovering their pretended Arrears by the Common Law. And for that the ſaid Complainants nor either of them have made the uſual Oath, That there was ſuch Bond, Covenant or Agreement in Writing, made or given by this Defendant to the purpoſe, for the end in the Bill alledged, nor that they nor either of them have or know what is become of the ſame, and annexed that Oath to their Bill, or filed it in this Court, but alſo for that it doth not appear by the ſaid Bill, that this Court made any Decree againſt this Defendant for the ſaid Annuity, or the Arrears thereof, or any Decree for the benefit of the ſaid *K. N.* nor is the ſurviving Executor of the ſaid Sir *J.* made a party to the Complainants ſaid Bill, who alone appears, by the Plaintiffs own ſhewing, to be accountable to the ſaid Complainant for all ſuch Monies as incurred and grew due in the ſaid Sir *J.*'s life-time; nor doth there any thing to the contrary appear, than that this Defendant was any other than a bare Surety for Sir *J.* and had not any conſideration for joyning in the ſaid pretended Grant with his ſaid Father, nor for entring into any Bond, Covenant or Agreement relating to the ſaid Rent, in caſe any ſuch there be. Therefore, and for many other errors, defects and imperfections in the ſaid Bill contained, this Defendant doth abide in Law, and doth demand the Judgment of this honourable Court, whether he ſhall be compelled to make any other or farther Anſwer

to the ſaid Bill, and prays to be diſmiſſed with his Coſts.

Geo. Hutchins.

The Demurrer, Plea and Anſwer of E. N. *one of the Defendants to the Bill of Complaint of* T. R. J. R. *and* W. R. *Complainants.*

THE ſaid Defendant by Proteſtation not confeſſing or acknowledging all or any the matters or things in the ſaid Bill of Complaint contained to be true, in ſuch ſort, manner and form as therein and thereby they are ſet forth, ſaith That the Scope of the Bill being to be relieved for, and to have and receive from the Defendants therein named, the Sum of two hundred and ſeventy pounds, for the Arrears of the thirty pounds *per annum*, Annuity, thereby pretended to be due unto them, as Executors of *K. N.* unto whom it is pretended, That Sir *J. N.* Father of this Defendants late Husband Sir *A. N.* did, together with the ſaid Sir *A.* by Indenture dated the twelfth of *January*, one thouſand ſix hundred fifty three, give, convey, ſet over, grant and confirm the ſame Annuity unto *W. N.* Husband of the ſaid *K. N.* to hold to him his Executors and Aſſigns, from the four and twentieth day

day of *June* then next following, for and during the full term of ninety nine years, if the said *W.* and *K.* or either of them lived so long, payable Quarterly, and leviable by Distress on any of the Lands of the said Sir *J.* or of the said Sir *A.* at the choice and election of him the said *W.* and his Assigns, to make farther assurance, which Rent it is pretended was paid by the said Sir *J.* unto the said *W. N.* until his death, and afterwards continued to be paid by him the said Sir *J.* unto the said *K.* until the year one thousand six hundred seventy five, that the said Sir *J.* dyed, leaving his Estate, alledged to be about two thousand pounds *per annum*, setled by himself and the said Sir *A.* upon Trustees, for payment of his and the said Sir *A.*'s Debts, and all Annuities and Incumbrances whatsoever, created by them and by subsequent Agreements and Deeds pretended to be contrived between the said Sir *A.* and the Trustees with the Defendants named in the Bill, are alledged to have charged to pay. And that afterwards when the said Annuity was one hundred and eighty pounds in Arrears, the said Sir *A.* was Arrested, and as the Plaintiffs had heard and believed, gave some Bond, Engagement, Covenant or Agreement in Writing, left in the hands of Mr. *F.* the said *K.*'s Attorny, or of his Servant, Clerk, or some other, for the said *K.*'s use, as a farther Security for the payment of the same. But that the said *F.* being

being dead, it is pretended the Plaintiffs know not what is become of it, but had heard and believed that the ſaid Sir *A.* or ſome one on his behalf, or with his privity had got and cancelled, made void or concealed the ſame; And that afterwards in or about the year one thouſand ſix hundred and eighty, the ſaid Sir *A.* Exhibited his Bill into this honourable Court, againſt the ſaid *K. N.* the Defendant *L. N.* on whom, as was thereby alledged, the ſaid Sir *J.* had ſetled Lands to pay ten pounds *per annum* of the ſaid Annuity, and alſo againſt the Defendant *W. N.* and one *J. N.* ſince dead, the ſaid Sir *J.*'s Executors, and others, to be relieved againſt and to ſubject the ſaid Sir *J.* to the payment of the ſaid Rents and Arrears, foraſmuch as the ſaid Sir *A.* did thereby alledge himſelf to be no other than as a Surety for the ſaid Sir *J.* and that he had the ſaid Sir *J.*'s promiſe for his indemnity. But that upon the hearing the eleventh day of *June*, in the five and thirtieth year of King *Charles* the Second, the ſaid Sir *A.* was relieved againſt no more than ten pounds *per annum* of the ſaid Annuity, ever ſince the ſaid Sir *J.*'s death, which thereby the Defendant *L.* was decreed to pay and free and diſcharge the ſaid Sir *A.* thereof, this Court declaring, as was alledged by the ſaid now Plaintiffs Bill, that the ſaid Sir *A.* ſhould be charged with no greater a proportion than twenty pounds *per annum*, ever ſince the ſaid Sir *J.*'s death. And the

ſaid now Plaintiffs Bill farther alledg-
That afterwards in the year one thou-
ſix hundred eighty four, the ſaid *K.*
d, whereby the farther payment of the
Annuity ceaſed, and that then there
due the Sum demanded by the Plain-
Bill, for Arrears, beſides Coſts, which
the ſame Bill the ſaid Plaintiffs ſeek
have with damages, as likewiſe the be-
of the ſaid Decree, made in the ſaid
A.'s ſaid Cauſe. To ſo much of which
Bill as is not herein after pleaded and
wered, this Defendant demurs in Law,
for cauſe of Demurrer ſhews, That
he Decree ſet forth in the Complai-
s ſaid Bill be ſuch as the ſaid *K.* could
ver any thing upon againſt this De-
dant, the ſaid Complainants ought to
e ſought their recovery on the ſame by
Facias, and no other courſe, they claim-
in privity as her Executors, but if there-
they could not recover that way, this
endant for farther cauſe of Demurrer
weth, That the ſaid Complainants ought
do it by Law, or no other way, in as
ch as it doth not appear, That the Con-
ation for the ſaid Grant was any other
natural Love and Affection, or ſome-
g elſe, not valuable, which is in no
ever aided or aſſiſted by this Court,
ought the ſaid Complainants to have
Anſwer or diſcovery to that part of
Bill which ſeeks to know whether
was any ſuch Grant of the ſaid An-
and Bond, Ingagement, Covenant or
Agree-

Agreement in Writing, for ſecuring an
Arrears thereof, as is in the ſaid Bill alled
ed, or what is become of the ſame, fo
that the ſaid Complainants have not mad
the uſual Oath, That there was any ſuc
Grant, Bond, Ingagement, Covenant o
Agreement in Writing, and that they no
either of them had the ſame, nor kne
what was become thereof, unleſs th
ſaid Defendants or ſome of them had th
ſame, or ſome or one of thoſe Securitie
and annexed that their Oath to their Bil
or filed the ſame in the Office for filin
Affidavits in this Court, which is not done
Therefore, and for that though it appea
of the Plaintiffs own ſhewing, in and b
their ſaid Bill, That *J. N.* one of the ſai
Sir *J.*'s Executors is dead, and that *A.N*
his Relict is Executrix, but is not made
Defendant, who, or one of whom, ma
have paid or otherwiſe diſcharged th
Arrears of the ſaid Annuity claimed by th
ſaid Complainants, and by Anſwer migh
have ſet forth as much, which would hav
been a good diſcharge to this Defendant
This Defendant doth therefore abide i
Law, and demands the Judgment of thi
honourable Court, whether he ſhall be com
pelled to give any Anſwer to ſo much of th
ſaid Bill as is not herein after pleaded and an
ſwered unto. And to the reſt of the ſaid Bil
not herein before demurred and herein af
ter anſwered unto, this Defendant plead
and for Plea ſaith, That the ſaid Sir *J. N*
having power to charge his whole Eſtate
with

h four thouſand pounds, and to diſpoſe the Fee of two Tenements called *Row* *Shute*, worth one hundred and twenty nds *per annum*, at leaſt, did by Deed in- ted, under the Hand and Seal of the Sir *J. N.* bearing date the thirteenth of *October*, in the one and twentieth r of the Reign of his late Majeſty King rles the Second, made or mentioned to made, between himſelf of the one part, rt *Forteſcue*, Eſq; deceaſed, *John Hale*, *John Northcot*, Eſq; *John Quick*, Eſq; ge *Young*, Gentleman, and the Plaintiff *Row* of the other part, declared ong other things, That the ſaid four uſand pounds, and the ſaid two Tene- nts called *Row* and *Shute* ſhould be ſub- to the payment of all his Debts in eral, whereof (if that which the ſaid mplainants by their ſaid Bill claim, be ſt Debt) the ſame is the ſaid Sir *J.*'s none elſe, and comes in with that ſt; for this Defendant doth aver and eve, That the ſaid Sir *A.* never had conſideration, directly or indirectly joyning with his ſaid Father for ſecu- of the ſame or any part thereof. And farther Plea ſaith, The ſaid Sir *J.* did rwards on his laſt Will and Teſtament, ite his power as touching the ſaid four uſand pounds, and appoint that the ſame uld be paid to his Executors, *J.* his ndſon and *W.* his Son, and ſubject to Debts, and gives the Fee of his ſaid Tenements to his ſaid Grandſon *J.* who

who being dead, the ſaid Tenements di diſcend unto and upon *A. N.* Eſq; Brother and Heir of the ſaid *J.* who alſo ſince dead without iſſue, and *J. N* of Eſq; is his Heir, and one of th Truſtees in the Deed before-recited. An the ſaid Defendant *W. N.* is Executor o the ſaid *A.* and *A. N.* is Executrix of th ſaid *J. N.* one of the ſaid Sir *J. N.*'s Ex ecutors, and Deviſee of the Inheritance o the ſaid two Tenements, neither the ſaid *J. N.* the Heir of *A.* and *J.* the Deviſee nor the ſaid *A.* the ſaid *J.* the Deviſee Executrix, nor the ſaid *W. quatenus* De viſee of the ſaid two Tenements, by th ſaid *A.*'s ſaid Will were made Defendants who might have paid the ſaid Arrears claim ed by the Plaintiffs, or otherwiſe be releaſed or diſcharged of the ſame. All which mat ters ſo before pleaded, this Defendant avers are true; And to the reſt this Defen dant for Anſwer ſaith, and denyeth that ſhe knows or believes that the ſaid Sir *A* did ever hold any of the Eſtate of the ſaid Sir *J.* upon any truſt to pay his the ſaid Sir *J.*'s Debts, or any of them. And laſtly denies all combination by the ſaid Bill laid to her charge, but confeſſeth that the ſaid Sir *A. N.* is dead and that ſhe this Defendant is his Executrix, and that Sir *F. N.* in the Bill named, is Heir of the ſaid Sir *A.* Without that that any other matter or thing in the Complainants Bill alledged material or effectual in the Law to make Anſwer unto, and not herein or hereby ſufficiently

ently anſwered unto, confeſſed, avoided, verſed or denied, pleaded or demurred to, is true. All which ſhe this Defendant is ready to aver, maintain and prove this Honourable Court ſhall Award, and humbly prays to be hence diſmiſſed with Coſts in this behalf ſuſtained.

Hæc Reſponſio & hoc placitum capt. fuer. per Sacramentum Defendentis ſuper Sacroſancta Evangelia. Et hec moraco. dicte Defendentis capta fuit ſine ſacramento apud Kingſmupton *in Com.* Devon, *tertio die* Maij, *Anno Regni Domini & Domine* Willielmi *&* Mariæ, *nunc Regis & Regine*, Angliæ, *&c. Secundo, coram nobis Commiſſionar. virtute Com. dict. Domini & Domine Regis & Regine, nobis & al. direct.*

J. D.
J. W.

The

The Defendant demurs, for that the Complainants Bill was dated and filed the twentieth of November *laſt, and directed to* Anthony *Earl of* Shaftsbury, *Lord Chancellor*, &c. *At which time and ſome days before Sir* Heneage Finch *was appointed Lord Keeper, and being ſo filed and directed, was Exhibited* coram non Judice.

THE Defendant not confeſſing or acknowledging the Complainants Bill of Complaint or any the matters therein contained to be true, in ſuch manner and form as they are therein ſet forth; for Demurrer thereunto ſaith, That the Complainants ſaid Bill by the Record thereof appeareth to be dated and filed on the twentieth day of *November* laſt paſt, and is directed, To the Right Honourable *Anthony* Earl of *Shaftsbury*, Lord Chancellor of *England*. And the Complainant in and by the ſaid Bill doth pray, That this Defendant may ſtand to and abide ſuch Order and Decree in the Premiſſes as to his ſaid Lordſhip ſhall ſeem meet. For which cauſe the Defendant doth demur in Law to the ſaid Bill, in regard that at the day and time on which the ſaid Bill bears date, and ſome days before, the Right Honourable Sir *Heneage Finch* Knight and Baronet, was by his Majeſty that now is, and before ſuch date of the ſaid Bill appointed Lord Keeper of the Great Seal of *England*, and thereby the Power and Authority of the ſaid *Anthony* Earl

Earl of *Shaftsbury*, as Lord Chancellor of England, did ceaſe and determine, ſo that the Complainants Bill, as being directed to his ſaid Lordſhip, was ſo filed and exhibited *coram non Judice*, and his Lordſhip had then no power or authority to hold Plea, or take any Judicial Cognizance of any ſuit in this honourable Court, for which cauſe, and for other defects in the ſaid Bill appearing, this Defendant humbly demands the Judgment of this honourable Court, whether he ſhall make any Anſwer to the ſaid Bill. And humbly prays to be diſmiſſed, *&c.*

The Defendant Anſwers to part, and Demurs to the other part of the Complainants Bill brought againſt him for Fees, being under ten pounds, and therefore beneath the Dignity of the Court to take Cognizance of.

ALL Advantages of Exception to the incertainties and inſufficiencies of the ſaid Bill of Complaint to this Defendant now and at all times hereafter, being ſaved and reſerved; for Anſwer to ſo much as this Defendant is adviſed is material for this Defendant to make Anſwer unto, this Defendant anſwereth and ſaith, That by the untrue inſinuations and ſuggeſtions of the Complainant, who perſwaded this Defendant that this Defendant had a good Title to a conſiderable perſonal Eſtate, which was late one *J. J.*'s by the Will of the

ſaid *J. J.* lately deceaſed. And farther the Complainant then told this Defendant that if this Defendant would imploy this Complainant as his *Chancery* Clerk, that he would engage the Defendant ſhould recover a very conſiderable Sum of Mony, which perſwaſions and aſſurances this Defendant giving belief to, did employ this Complainant as his Clerk in Court, and did promiſe the ſaid Complainant to pay him all ſuch Fees as ſhould be due to the ſaid Complainant, and alſo all ſuch Sums of Mony as the Complainant ſhould expend on this Defendants account in the ſaid Cauſe, after which the Complainant did direct and bring a Bill in this honourable Court, in the name and on the behalf of this Defendant, as in the Complainants Bill of Complaint is ſet forth againſt the Perſons mentioned in the ſaid Bill. To which the ſaid Parties put in their Anſwers, after which this Defendant was adviſed to move to have the ſaid Bill diſmiſt with twenty ſhillings Coſts, which by Order of this honourable Court was ordered to be diſmiſſed accordingly, ſo that this Defendant had no farther advantage by the ſaid Suit, than to ſpend his Mony and time. And this Defendant farther ſaith, That from time to time this Defendant did pay to the ſaid Complainant all Sums of Mony that the Complainant did expend in the proſecuting the ſaid Suit as well as all the Fees that were demanded by or due to the Complainant, and the Com-

Complainant was ſo far from expending his own Mony, or having any due to him in the proſecuting the Cauſe, that this Defendant at the requeſt and intreaty of the Complainant was forced at ſome times to let the Complainant have Mony beforehand to proſecute the ſaid Suit, the Complainant, as this Defendant believes, not being able to defray the Charges with his own Mony, ſo that this Defendant verily believes that he paid the ſaid Complainant more than upon a juſt Account would appear to be due to him; yet nevertheleſs the ſaid Complainant to vex, trouble and put to charges this Defendant, did bring an Action in the Sheriffs Court in *London*, for 12 *l.* as due for his Fees and Expences in the ſaid Suit. To which this Defendant appeared, and the ſaid Complainant was non-ſuited. And this Defendant denies that he ever promiſed the Sum of one hundred pounds, or any other Sum for a Gratuity, as in the Bill is ſet forth; nevertheleſs, ſince the ſaid payments as aforeſaid, this Defendant did receive a Bill or Note from the Complainant, which ſaid Note or Bill is under the Hand of the ſaid Complainant, by which he demands 5 *l.* 2 *s.* 4 *d.* as due to him for Fees and Expences in the ſaid Cauſe, under which ſaid Note or Bill is a *Memorandum* that the Complainant had received the Sum of 1 *l.* 0 *s.* 6 *d.* So that upon the Ballance there remained to the ſaid Complainant of the ſaid predended demand, but 5 *l.* 2 *s.*

a Copy of which Bill is annexed to this Defendants Anſwer, which the ſaid Defendant prays may be taken as part of this his Anſwer, the Bill or Note being in this Defendants cuſtody, and ready to be produced. Now for that the Complainant by the ſaid Bill of Complaint here demanded the Sum of 15 *l.* 13 *s.* 10 *d.* or thereabouts to be due to him on his Bills delivered to this Defendant. And for that by the Bill it may and will appear, that the Complainants demands were but 6 *l.* 2 *s.* 4 *d.* and that part thereof is ſatiſfied, as by the ſaid Bill and Note appears, ſo that there remains as pretended due but 5 *l.* 2 *s.* for which reaſons this Defendant doth demur to the ſaid Bill, for that by the Complainants Bill delivered, there remains due but 5 *l.* 2 *s.* which being a Cauſe of ſo ſmall a value and conſequence it is beneath the Dignity of this honourable Court to take any cognizance thereof, therefore for the reaſons aforeſaid, this Defendant doth demur, and humbly prays to be hence diſmiſſed with his full coſts and charges, and denies all manner of combination in the Bill charged, without that that any other matter or thing in the Complainants ſaid Bill of Complaint contained, *&c.*

The

The Defendant demurs to the Complainants Bill of Review, for that no Bill of Review ought to be admitted to alter a Decree for Errors in Law appearing in the Body of the Decree, as it is drawn up and enrolled, or of new matters ariſing after the Decree, or of ſuch matter of which the Complainant could have notice at the time of the Decree. And for Cauſe of Demurrer ſhews, That the pretence of the Bill of Review for aſſigning Errors in the Decree, being for decreeing for the Defendant againſt the Plaintiffs own Bill, and pretending abatement of Suit before the Decree paſt, are only formal Exceptions, and for the pretence of miſcaſting, that, if any be, it may be amended by motion.

THIS Defendant by proteſtation not confeſſing or acknowledging all or any of the matters and things in the ſaid Bill of Review contained, other than what is contained in the Decree upon Record, which the Bill ſeeks to Reverſe, to be true in ſuch manner and form as the ſame are thereby ſet forth and alledged, ſaith, That by the conſtant Rules of this Court, no Bill of Review ought to be admitted to alter or change matters decreed, either for Error in Law appearing in the Body of the Decree as 'tis drawn up and inrolled, or for new matters ariſen ſince the Decree, or ſuch matter of which the Complainant in the Bill of Review could have

notice at the time of the Decree or decreetal Order. And therefore and for that the matters aſſigned by the Bill for cauſe of Reverſal of the ſaid Decree, are neither any Error in Law apparent in the body of the Decree, nor any ſuch new matters as aforeſaid, but are only a pretence of misjudging in matter of form only, and not in point of Right. And for that the pretence of the Bill for the decreeing for a Defendant againſt a Complainant on his own Bill, and the pretence of the abatement of the Suit before the Decree paſt, are only Exceptions of formality, and for that the other pretended Error in miſcaſting, if any ſuch be, is amendable by a motion, and for that the Bill of Review contains in it no Equity, this Defendant doth demur in Law thereunto, and humbly inſiſts upon it, that the ſaid Decree ought not for any the Cauſes aforeſaid aſſigned by the Bill, to be revived or reverſed, being, for ought appears thereby, well grounded. And humbly demands the judgment of this honourable Court, whether he ſhall be compelled to make any farther or other Anſwer thereunto, and humbly prays to be hence diſmiſſed with his Coſts.

The

The Defendant demurs to the Complainants Replication, becauſe it departs from the Bill.

THeſe Defendants ſay they are adviſed That the ſaid Replication is inſufficient to be rejoyned unto, for that the ſcope of the Bill is to be relieved againſt theſe Defendants upon ſuppoſed Articles of Agreement, alledged to have been made between the Complainants and theſe Defendants, whereby it is alledged, That theſe Defendants for 500 *l.* ought to Convey Lands and Tenements in the Bill mentioned, and all the Eſtate therein to the Repliant. The Bill ſuggeſting that theſe Defendants were intituled in the right of the Defendant *E.* as one of the Siſters and Coheirs of *L. K.* her late Brother deceaſed and that the Plaintiffs were intituled by virtue of a Settlement. And by the Replication the Plaintiff alledged, That ſome other perſons to the uſe of theſe Defendants or the Plaintiff, or by their conſent, was or were in the poſſeſſion of the Premiſſes, and took the Rents thereof for the ſpace of one whole year next before the making of the ſaid Articles, which is another Title than the Complainant chargeth in his Bill, for the Complainant doth not pretend any poſſeſſion in himſelf, or any under whom he claims, nor in theſe Defendants by the ſaid Bill. And there-

fore the ſaid Replication is a departure from the Bill, and by conſequence is inſufficient to be rejoyned unto. And therefore theſe Defendants do demur thereunto, and humbly demand the jugment of this honourable Court thereupon, and pray to be diſmiſſed with their Coſts.

Demurrer for not ſetting forth a Will and making Oath of the loſs of a Bond.

THE Defendant by proteſtation not confeſſing, *&c.* for demurrer ſaith, That the Complainant by her Bill (as this Defendant is adviſed) endeavours to entitle her ſelf to a Sum of Mony due upon a Bond pretended to be entred into by this Defendant to *R. W.* her late Husband, deceaſed, and ſuggeſts for Equity, That the ſaid Bond was burned in the late Fire in *S.* To which this Defendant demurs, and for cauſe of demurrer ſaith, That the Complainant hath not by her ſaid Bill intituled her ſelf to the Mony due upon the Bond, in caſe any ſuch Bond was, which this Defendant doth in no ſort admit, for that the Complainant by her Bill doth not ſet forth the Probate of the Will, under the Seal of the Spiritual Court, to intitle her ſelf to the Eſtate of *W. R.* her late deceaſed Husband, and doth not profer to pruduce the ſame under Seal to this Court, nor refer her ſelf thereto. And for that the Bill doth not contain any Equity for that the ſaid Complainant hath not made Oath, that

hat the ſaid Bond is burnt or loſt, as by he Rules and conſtant practice of the ourt ſhe ought to have done, wherefore id for divers other Errors and Imperfections, in the ſaid Bill appearing, this Defendant doth Demur in Law thereto, nd humbly demands the Judgment of is honourable Court, whether he ſhall be mpelled, *&c.*

he Demurrer of C. W. *Defendant to the ſpecial matter of the Replication of* T. J. *Complainant.*

TO ſo much of the ſaid Replication as is ſpecial, and ſets forth, That this Defendant did agree with the Repliant, hat the Inteſtates Eſtate, *&c.* (*prout Replicio*) This Defendant doth Demur, and r cauſe of Demurrer ſaith, That the ame is not only a departure from, but is ontrary to the Repliants Bill, for that the ill chargeth, That the Repliant did refuſe o execute the Articles drawn in reference o his paying the Inteſtates Creditors in qual degree, in proportion with his own Debts (in caſe he took the Adminiſtration.) And yet by the Replication he ſets orth, That he did not releaſe, wave or iſcharge the Articles, but ſeeks to be therein relieved, which he doth not do by his Bill. And had the pretended Agreement, now ſet forth by the Repliant, been charged

ed by the Bill, or any relief ſought thereon, this Defendant might and would have anſwered the ſame upon his Oath, and would have had the benefit thereof, which he cannot now have by any Rejoynder, not being upon Oath, or elſe he might thereto have pleaded the Act for prevention of Frauds and Perjuries; wherefore, and for that no new matter ought to be put in Iſſue or Examined into upon any Replication, much leſs ought any Replication to contain matter contrary to the Bill, nor can this honourable Court make or ground any Decree upon ſuch ſpecial matter (as this Defendant is adviſed) he demurs thereto, and prays to be hence diſmiſſed with his Coſts.

The Demurrer of Dame T. J. alias B. *Widow, Defendant to the Bill of Review of* E. B. *Gent. and* B. M. *Widow, Complainants.*

THIS Defendant by Proteſtation, not confeſſing, *&c.* doth demur thereunto, And for cauſe of Demurrer ſaith, That there is not any Error or Matter in the Law appearing in the body of the ſaid Decree, or ſufficiently ſhewed or ſuggeſted by the ſaid Bill, upon or for which the ſaid Decree, or any of the matters or things thereby ſetled and decreed ought to be reverſed, ſet aſide, impeached or altered, nor is there any new matter ſet forth ſufficient

ient for reviewing or reverſing the ſame, r doth it appear by the Bill, that the aintiffs have obtained any order or leave this Court for bringing a Bill of Review on new matter, as by the Rules of this ourt they ought to have had, Therefore, d for that the ſaid Decree as appeareth the ſaid Bill hath not been, nor in truth performed by the now Complainants either of them, who ought by the uſual urſe and Rules of this honourable Court, this Defendant is adviſed, fully to have erformed the ſame, before they be admitd to a Bill of Review, and for that the omplainant hath not, for ought appears, ven any Recognizance to pay coſts, as the courſe of the Court he ought, and divers other errors and imperfections in ſaid Bill contained, this Defendant doth emur in Law, and humbly abideth in the dgment of this honourable Court, whether he ſhall be compelled to make any ther or other Anſwer to the ſame.

The

The Joint and ſeveral Demurrer of *T. W.* Eſq; and *J. H.* Gent. two of the Defendants to part, and Anſwer to other part of the Bill of Complaint of *E. T.* Gent. Complainant.

The Defendants Demur, for that the Bill contains ſeveral and diſtinct matters againſt ſeveral and diſtinct perſons, and drawn to a great and unneceſſary length, and they being but very little concerned, muſt be at great charges in taking out the Copy of the Bill and other Proceedings.

THeſe Defendants by proteſtation not confeſſing or acknowledging all or any the matters of the ſaid Complainant's Bill of Complaint to be true in ſuch manner and ſort as the ſame are therein and thereby ſet forth and declared, ſay, That they are adviſed by their Councel, that the Complainants ſaid Bill is inſufficient and to which by the Rules and Juſtice of this honourable Court, they theſe Defendants or either of them ought not to be compelled to make or give any Anſwer. And for cauſe of Demurrer thereunto, theſe Defendants ſay, That the ſaid Bill containeth in it ſelf ſeveral and diſtinct charges, for ſeveral and diſtinct matters, againſt ſeveral and diſtinct Defendants, which have not any relation or reference the one with the

e other, whereby the ſaid Bill is drawn
a great and unneceſſary length of above
e hundred and twenty ſheets of Paper.
nd theſe Defendants, although but very
le concerned therein are thereby infor-
d to take out a Copy of the ſaid Bill,
nd if theſe Defendants ſhall be inforced
Anſwer thereunto they muſt (if the
auſe ſhall diſcend to iſſue) be put to un-
ceſſary charge and expences in taking
t the Copies of the Pleadings and Proofs
hich ſhall happen in this Cauſe which
ncerns the other Defendants, and where-
to theſe Defendants have not relation
r are any way pretended or ſuppoſed
the Bill to be concerned, which is againſt
e conſtant practice and Juſtice of this
onourable Court, and (if admitted) would
ove to theſe Defendants extraordinary
arge and vexation: Wherefore, and for
vers other apparent Errors, Imperfections
d Incertainties in the ſaid Bill of Com-
aint contained, theſe Defendants do demur
nd abide in Law, and humbly demand
e judgment of this honourable Court, whe-
er they ſhall be compelled to make or
ve unto the ſaid Complainants Bill any
her or farther Anſwer than as hereafter
ey have anſwered. And for Anſwer
ly, theſe Defendants do ſeverally and re-
ectively deny all and all manner of com-
nation whatſoever, wherein they or ei-
er of them are charged to the prejudice
the Complainant in any manner and
ſort

ſort whatſoever, and humbly pray to b hence diſmiſſed with their Coſts, &c.

The Anſwer and Demurrer of A. B. *Eſq; an* G. W. *Gent. two of the Defendants to th Bill of Complaint of* E. T. A. F. *and* J. G *Complainants.*

THeſe Defendants by Proteſtation no acknowledging or confeſſing the mat ters and things in the Complainants ſaid Bill contained to be true in ſuch manner and ſort as therein and thereby is expreſſed, ſay, They are adviſed by their Counſel, that the Complainants by their Bill do ſeek to have an Account of the perſonal Eſtate of *T. K.* in the Bill named, who was one of the Daughters of *J. T.* Eſq; deceaſed in the Bill alſo named, and alſo to have ſatisfaction of a Portion of one thouſand five hundred pounds, provided for her the ſaid *K.* (as is pretended by the ſaid Complainants) by her ſaid Father, to be raiſed out of certain Lands and Tenements, by virtue of a Deed and Conveyance, pretended to be made by the ſaid *J. T.* near ſixty years ſince, and likewiſe to have an Account and ſatisfaction of the Rents and Profits of all the real Eſtate which was the ſaid *J. T*'s. and whereunto the ſaid Complainants pretend the ſaid *K.* his Daughter had a right and title for ſome years before his death by Survivorſhip, and claims an eighth part to her

and her Heirs as a Co-heir, and yet ſaid Complainants or any of them do alledge or pretend themſelves or any them to be Executors or Adminiſtra- of the ſaid *K.* nor Purchaſer or Pur- ſers under her, but the ſaid Complain- *A. F.* in the ſaid Bill alledgeth and pre- ds that the ſaid *K. T.* was indebted to the Sum of three hundred pounds, and ſaid Complainant *J. G.* in and by the Bill alledgeth and pretends that ſhe ſaid *K.* was indebted to him the Sum three hundred and fifty pounds, but nei- of them do ſet forth how their ſaid ts became due unto them, nor when, whether upon any ſpecialty or no, do they the ſaid Complainants *F.* and or either of them ſo much as pretend have any Deed or Conveyance, or ute, Judgment or Recognizance, or any r Aſſurance or Security which may charged or chargable upon any the real ate, whereunto the ſaid Complainants end the ſaid *K.* to have any right or . And the ſaid other Complainant *E. T.* forth only a voluntary Conveyance to made, by Dame *T. P.* in the Bill na- for an other Defendant, before her rmarriage with Sir *J. P.* of all the nds, Tenements and Hereditaments ich were Sir *K. T.*'s who, as is alledged, formerly conveyed the ſame to the *T.* but the ſaid *T.* doth not ſo much alledge or pretend himſelf to be a Pur- ſer of the ſaid Lands and premiſſes or any

any part thereof, for any valuable conſide-
ration, nor to have any other claim there-
unto but only by the ſaid voluntary Con-
veyance. And yet the ſaid Bill being in
length above ninety ſheets of Paper, is
Exhibited by the ſaid Complainants againſt
theſe Defendants and above ſeventy other
perſons, many of them concerned only as
Tenants, ſome others as Purchaſers for a
valuable conſideration, divers others as
Agents, Attornies and Solicitors, who have
been imployed in the defence of ſeveral
Actions at Common Law, and Suits in this
honourable Court, which have been com-
menced and proſecuted heretofore concern-
ing the Manors, Lands and Tenements
now in queſtion, which ſaid Bill theſe
Defendants are adviſed by their Counce
for the cauſes and reaſons aforeſaid, is ve-
ry inſufficient, and ſuch as, to which by the
Rules and Juſtice of this honourable Court
they theſe Defendants ought not to make
or give any Anſwer, other or otherwiſe
than as herein after they have anſwered
the rather for that the ſame contains in
it ſeveral and diſtinct charges againſt the
ſeveral Defendants, which have not relati-
on or coherence the one with the other,
by which means the ſaid Bill is drawn to
a great and unneceſſary length, as againſt
theſe Defendants, who are charged only
with a Combination amongſt the other
perſons named for Defendants, and yet they
muſt be forced to be put to unneceſſary
charge and vexation, if they ſhould be com-

pelled

elled to Anſwer this Bill, which is againſt nd contrary to the practice and juſtice f this honourable Court. And the prin-ipal Equity the Complainant pretends is want of Writings, yet they have not made ny Oath of the loſs thereof as they ought o do, nor have the Complainants made nto themſelves any good Title, nor doth he Bill contain any Equity whereupon the Court, under favour, can proceed to make r ground any Decree as againſt theſe De-endants. For all which cauſes, and for livers other apparent Errors and Imper-ections and Inſufficiencies in the ſaid Bill f Complaint appearing, theſe Defendants do demur in Law, and humbly demand he Judgment of this honourable Court, whether they ſhall be compelled to make ny farther or other Anſwer thereunto, than what they do herein afterwards make An-wer unto. And theſe Defendants for An-wer to all the reſt and reſidue of the ſaid Bill of Complaint not herein before demurred unto, do ſay, and deny all Com-bination and Confederacy whatſoever, wherewith they or either of them are charged in and by the Complainants ſaid Bill, and traverſeth, *&c.*

The Demurrer of *R. B.* Eſq; *E. M. R. B.* and *W. F.* Defendants to the Bill of Complaint of *A. M.* Complainant.

The Defendants having entred into a Statute of 1200 l. *to pay the Complainant* 600 l. *within three Months after the death of his Father to whom he was Heir, for* 50 l. *in Mony and* 150 l. *in Goods, and having received* 300 l. *and Exhibiting his Bill for relief againſt a Leaſe, pretended to be fraudulently obtained, and to have the other* 300 l. *The Defendants Demur, and for cauſe of Demurrer ſhew it was a corrupt Bargain, and contains in it not any manner of Equity.*

THeſe Defendants do Demur to the ſaid Bill, and for cauſe of Demurrer ſay, That it appears of the Complainants own ſhewing in and by his ſaid Bill, that for fifty pounds in Mony and one hundred and fifty pounds in Goods, he was by Agreement to have of this Defendant ſix hundred pounds, within three Months after the death of his this Defendants Father, which ſix hundred pounds was ſecured by a Statute of twelve hundred pounds, and that the Complainant hath received three hundred pounds of this Defendant *R B.* for the ſaid Debt, and releaſed the ſame, and yet ſeeks the aid and aſſiſtance of this honourable

nourable Court, for ſetting aſide the Releaſe, that he may be enabled to recover the other three hundred pounds and intereſt, upon pretence that the ſaid Releaſe was obtained by fraud and circumvention; ſo that it appeared, That the original Contract for lending a ſmall Sum to an Heir in the life time of his Father, and ſelling him an old parcel of branded Wares (valued at one hundred and fifty pounds which were not worth fifty pounds) and for which the Complainant was to have three for one, after the death of this Defendant *R. B.*'s Father, was in it ſelf a corrupt and fraudulent Bargain, and ſuch as this honourable Court, is ſo far from giving aid and aſſiſtance to, as that it always relieves againſt. And theſe Defendants are adviſed this honourable Court would have relieved the ſaid *R. B.* againſt the ſaid Stature on payment of the ſaid fifty pounds, and the value of the ſaid Goods, and alſo for that it appears of the Complainants own ſhewing, that he hath received three hundred pounds for the ſaid Debt, which was much more than was honeſtly and conſcionably due to him, and therefore, and for that the Complainants Bill contains not any manner of Equity for this Court to ground any Decree, or give the Complainant any aſſiſtance, as theſe Defendants are adviſed, they demur thereto and humbly demand the Judgment of this honourable Court, whether they ſhall be compelled to Anſwer

the ſaid Bill, and pray to be diſmiſſed with their Coſts.

The Demurrer of *M. A.* Widow, one of the Defendants to the Bill of Complaint of *H. S. B. S.* and *M. S.* Infants by their Guardian, Complainants.

The Complainant by his Bill ſeeking aid of this Court, for examination of Witneſſes to prove a Paper pretended to be a Lunaticks Will, before his Lunacy, and to have the direction of the Court. The Defendant demurs, and for cauſe ſaith, That the Lunatick may dye, or have lucid intervals to revoke the ſaid pretended Will, and for that it cannot be a Will during his Life, and for that the Committee of the Lunatick is not made a Defendant, nor will the Court make Evidence where there is no Evidence at Law.

THIS Defendant by Proteſtation not confeſſing or acknowledging all or any the matters and things in the Bill mentioned to be true, in ſuch manner and form as the ſame are therein and thereby ſet forth, ſaith, That whereas the ſaid Bill ſeeks to have aid of this honourable Court, for examination of Witneſſes to a Paper in the Bill ſet forth, pretended to be the laſt Will and Teſtament of *J. S.* dated in *June*, one thouſand ſix hundred ſeventy five, whereby ſeveral Manors and Lands in the Bill

Bill mentioned, are pretended to be bequeathed to the Complainant *H. S.* his half Brother, in Tail, with a remainder over to the other Plaintiffs his half Sisters, and to have farther relief in this Court, for that the said *J. S.* since the making of the said Will is become Lunatick, and was so found, and so continued, and that this Defendant was Heir at Law of the said Estate, to the said *J. S.* this Defendant doth demur thereto, and for cause of Demurrer saith, That it appears by the Bill that the said *J. S.* is still living, and though he be Lunatick, yet he may either recover from his Lunacy, or at least have such lucid intervals as to revoke or destroy the said pretended Writing, if such there be, and for that during the life of the said *J. S.* the pretended Paper cannot be his Will, and until it be a perfect Will there cannot nor ought not to be any examination of Witnesses thereto, nor will this honourable Court, as this Defendant is advised, extend any assistance in a case of this nature, touching examination of Witnesses to a supposed Will, in the life-time of the Devisor, or any way assist the proof of a supposed Will of a Lunatick; and the rather, for that it appears by the Bill, that the said pretended Devisors place of abode, and the County where his principal Seat and Estate lyes, is mistaken, so that it may be presumed, if any such Writing there be as is pretended, he was then under a Lunatical Distemper, and for that the Committee of

the Lunatick is not made a Defendant, nor any proceſs prayed againſt her as it ought to have been, and for that although this Defendant may be termed Heir preſumptive to the Lunatick, yet he may not be ſo at his death, if there ſhould be any examination of Witneſſes to prove the ſame pretended Paper to be declared by the ſaid Lunatick, for or as his Will, the ſame cannot be uſed againſt this Defendant, if ſhe ſurvive the Lunatick, as ſhe is adviſed, for that ſuch Depoſitions were taken in the life-time of the Deviſor, before any Title accrewed to this Defendant, whereof the Complainants being apprized they have by their Bill prayed farther relief of the Court, ſeeking thereby, as this Defendant is adviſed, to have ſome direction of this Court for the uſe of ſuch Depoſitions, which ought not to be granted, nor will this Court make Evidence which is not Evidence at Law, (as this Defendant is adviſed.) Wherefore, and for that the Bill contains not any Equity, nor any ground for this honourable Court to afford the Complainant any aſſiſtance for examination of Witneſſes, nor for any relief, and for many Errors and Imperfections in the Bill appearing, and for that the ſame is of an extraordinary nature, as well as of dangerous conſequence, this Defendant doth demur in Law to the ſaid Bill, and doth humbly demand the Judgment of this honourable Court whether ſhe ſhall be compelled to Anſwer the ſaid Bill, and prayeth to be hence diſmiſſed with her Coſts. A

A Demurrer to a Bill, brought after the aid of this honourable Court, and liberty granted to proceed at Law to recover the Penalty of a Judgment.

THE ſaid Defendant by proteſtation, not confeſſing or acknowledging all or any the matters in the ſaid Complainants Bill ſet forth, in ſuch manner and form as the ſame are therein and thereby ſet forth and alledged, for and by way of Demurrer thereunto ſaith, That it appears of the Complainants own ſhewing in and by their ſaid Bill of Complaint, That the Complainant heretofore in the year one thouſand ſix hundred ſeventy eight, exhibited a former Bill into this Court againſt this Defendant and others, to diſcover whether a Statute entred into by *S.T.* unto *R. D* and other Securities and Incumbrances were ſatisfied, to the end the Complainant might be let in to have ſatisfaction for a pretended Judgment (obtained by *R.H.* under whom the Complainants claim) of two thouſand pounds on a Bond for the payment of one thouſand three hundred pounds principal Mony, entred into by *S.T.* and Sir *A.T.* his Father, and twelve pounds for Coſts; which ſaid Judgment was ſubſequent to the ſaid Statute to *D.* Which Cauſe was heard and referred to Account, and the ſaid Statute entred to the ſaid *D.* and other precedent Incumbrances

found to be ſatisfied with an over-plus, and the Statute was in the ſaid Suit ſet aſide, as to the Complainants, and the Complainants were at liberty to proceed, and have ſince proceeded at Law upon the ſaid Judgment, and were left at liberty to extend the Lands of the ſaid *S. T.* thereon, and the precedent Incumbrances were not to be given in Evidence, whereby it appears of the Complainants own ſhewing, that the Complainants have had relief, and the Equity of their Cauſe hath had all the favour and juſtice which could be expected from this Court, and have by the aid of this Court their plain and proper remedy at Law to recover on the ſaid Judgment, and ought not to have any farther aid or relief in this Court in a caſe of this nature. And for that the Complainants by their now Bill ſeek to have the aid and aſſiſtance of this Court to recover and be paid Intereſt and Coſts beyond the Penalty of the Judgment (which Penalty being 2000 *l.* and 12 *l.* Coſts this Defendant tendred at Common Law) which this Defendant is adviſed is not conſiſtent with, nor agreeable to the Rules of this Court, to give Damages or Coſts beyond the Penalty of the Security, and therefore this Defendant is adviſed that the Complainants ought not to have aid or relief of this honourable Court therein. Wherefore, and for that it is againſt the ancient Rules and Practice of this Court to extend or enlarge legal Securities beyond the Penalty of the ſame,

me, or to give any farther relief after a decree formerly had touching the ſame matter, which may be occaſion of a lawleſs ſuit and Vexation. For which cauſe and divers other Errors and Imperfections in the ſaid Bill appearing, this Defendant doth demur in Law thereunto, and humbly demands the Judgment of this honourable Court, whether he ſhall be compelled to anſwer the Complainants Bill, and prays to be hence diſmiſſed with his reaſonable Coſts and Charges in this behalf moſt wrongfully ſuſtained.

The Demurrer of *J. G.* one of the Defendants to the Bill of Complaint of *T. C.* Clerk, Complainant.

A Demurrer to a Bill againſt ſeveral Complainants for diſtinct matters.

THE ſaid Defendant by Proteſtation not acknowledging or confeſſing any the matters or things in the ſaid Complainants Bill of Complaint contained to be true and juſt, in ſuch manner and form as therein is ſet forth and declared, for Demurrer thereunto ſaith, That it appears by the Complainants own ſhewing in his ſaid Bill, that there are above fifty Defendants thereby charged with ſeveral and diſtinct charges, not any dependance one upon another, and all for Tythes, pretended to be due ſe-

ſeverally to the Complainant, as Rector o
Vicar of the Pariſh-Church, &c. in th
Bill named, for which the ſaid Complai
nant ſuppoſeth this Defendant and the othe
Defendants in the Bill named, have mad
a promiſe, That in conſideration the ſaid
Complainant would forbear to proſecute
the Law againſt them for the ſaid Tythes,
the Defendants would reſpectively pay him
the ſeveral Monies in the Bill mentioned,
pretended to be due by them: And the
Complainant pretendeth he hath no reme-
dy at the Common Law to force and com-
pel this Defendant and the reſt to keep
and perform it, being made in private, and
that he hath no Witneſſes to prove it, and
that he hath no remedy by the Eccleſi-
aſtical Law, nor can prove the ſaid Com-
poſition at the Common Law, his Witneſ-
ſes being dead, or living in remote places,
And for the avoiding multiplicity of Suits,
he prayeth the relief of this Court. Now
for that if the Complainant hath right to
Tythes, Thirds, or to any Compoſition of
Tythes in the Bill mentioned, either he
hath remedy at Law for them, and ſo
needeth not the relief of this Court, or if
he hath no remedy at Law then there is
no ground or conſideration for the Promiſe
or Compoſition in the Bill mentioned, and
for that it is very improbable, that a pro-
miſe ſo lately made by ſo many Pariſhi-
oners of a Pariſh as are Defendants to the
ſaid Bill, ſhould be all dead or gone away
in ſo ſhort a time, and the ſaid Complai-
nant

nt by his own ſhewing hath forborn Suits from the day of, *&c.* on which the pro-e is ſuppoſed to be made, and thereby it eareth, that the Complainant doth en-vour rather to make than avoid multipli-y of Suits. Therefore, and for divers er apparent Errors and Imperfections in ſaid Bill appearing, this Defendant doth nur in Law to the ſaid Bill, and humbly ys the Judgment of this honourable urt, and reſteth therein, whether he ll be compelled to Anſwer thereunto, farther prayeth to be hence diſmiſſed h his reaſonable Coſts and Charges in behalf moſt wrongfully had and ſuſtain-

The Plea and Demurrer of *T. D.* Kt. and Dame *K. A.* two of the Defendants to the Bill of Complaint of *R. S.* and *A.* his Wife, by *T. S.* his Father and Guardian, Complainants.

Bill being to recover a Marriage Portion, the Defendants plead the Plaintiff was never Married.

HE ſaid Defendants by proteſtation not confeſſing all or any of the ſaid mat-of the ſaid Complainants Bill of Com-int to be true, in ſuch manner and ſort the ſame are therein and thereby ſet th and declared, ſay, That the Complai-nant

nant by his ſaid Bill ſeeks to have relie
for a pretended Portion, in right of *A.* i
the Bill named, whom he pretends by th
Bill of Complaint to be his lawful Wif
and in whoſe right the Complainant d
manded the ſaid Portion: For Plea ther
unto they ſay, That they are informed tha
the ſaid *A.* is Sole and unmarried, an
not Wife to the Complainant, as in h
ſaid Bill of Complaint is pretended, an
never was coupled to him in lawful Ma
trimony. And theſe Defendants are th
rather induced to believe the ſame, for tha
the ſaid *A.* doth not live and cohabit wit
the ſaid Complainant, and doth not ac
knowledge the ſaid pretended Marriage
but that ſome words were unduly and un
juſtly extorted from her by force, whic
ſhe doth not remember and hopes they wer
not binding to her, therefore theſe Defen
dants humbly demand the Judgment o
this honourable Court, Whether the ſai
Complainant ſhall be admitted to queſtio
theſe Defendants, for, touching or con
cerning the pretended Portion of the ſai
A. before he ſhall firſt prove himſelf to b
her lawful Husband; wherefore, and fo
divers other apparent Errors and Imper
fections in the ſaid Complainants Bill o
Complaint contained, theſe Defendants d
demur and abide in Law. And humbl
demand the Judgment of this honourabl
Court, whether they ſhall be compelle
to make and give any other or farthe

An

ſwer to the ſaid Complainants inſuffi-
Bill of Complaint, and humbly pray
be hence diſmiſſed with their reaſona-
Coſts and Charges in this behalf moſt
ongfully ſuſtained.

Exceptions

Exceptions to Anſwers.

The Scope of the Bill is to ſet aſide a Fraudulent Will put up by the ſaid P. H. *the Defendant, and to have a particular Account of the ſeveral Eſtates of* J. J. *and* R. J. *deceaſed, the Complainant being intituled to the ſame, as the neareſt Relation of the whole Blood, and Heir at Law to the ſaid* R. J.

Vide Bill in Title Bills of Fraud and Colluſion. Sect. 1. Reſponſ.

TO which the ſaid Defendant hath put in an evaſive and inſufficient Anſwer, not giving any particular Account of either of the Eſtates of *J. J.* and *R. J.* deceaſed, as is required by the Complainants Bill, but inſiſts upon a pretended Title to the ſame, by virtue of a fraudulent Will, pretended to be made by the ſaid *R. J.* in her life-time, which Will, if any ſuch there be, the Plaintiff avers, and is ready to maintain and prove, that the ſame was ſurreptitiouſly obtained, illegally executed, and unduly proved, with an intent to defraud the Complainant of the ſaid *R. J.*'s Eſtate, for which reaſon the Plaintiff excepts againſt the ſaid Defendants Anſwer, as inſufficient in the ſeveral points following, *viz.*

Ex-

Exception the First.

The Plaintiff excepts against the Defen-
nts Answer as insufficient, for that she
said Defendant by her Answer pre-
ds her self to be a Relation of the said
J. her Mistress, but doth not set forth
Pedigree, and make it out how near of
od and Related she was to the said
J. all which she ought to have done.
Respons.

Exception the Second.

The Plaintiff excepts against the said De-
dants Answer as insufficient, for that she
Defendant doth not set forth, whether
said *R. J.* did not make her last Will
Testament in Writing, and the Plain-
Executor thereof, and whether she did
at the same time, as a Token of her kind-
give unto the Plaintiff her Husbands
ch: To which the Defendant makes no
wer, but believes the said *R. J.* might
the Plaintiff an old Watch, worth about
en shillings, but doth not set forth up-
what account she gave the Plaintiff
same, nor whether the Watch so given
Plaintiff, was the Watch of the Hus-
d of the said *R. J.* all which she ought
have done, it being required by the
intiffs Bill.

Ex-

Ex-

Exception the Third.

The Plaintiff excepts againſt the Defen dants Anſwer as inſufficient, for that ſhe the ſaid Defendant doth not ſet forth how ſhe procured and obtained her fraudulent Will to be executed by the ſaid *R. J.* and who were the adviſers therein. All which ſhe ought to have done, it being required by the Plaintiffs Bill.

Exception the Fourth.

The Plaintiff excepts againſt the Defen dants Anſwer as inſufficient, for that the ſaid Defendant hath not ſet forth what Gold, Silver, Plate, Rings, Jewels, Bills Bonds, Leaſes, Mortgages, Judgments, Ex tents, Houſhold-Goods and Utenſils of Houſhold-Stuff the ſaid *R. J.* dyed poſſeſ ſed of, with the true values of the ſame and annext a Schedule to her Anſwer of the particulars thereof. All which ſhe ought to have done, it being required by the Plaintiffs Bill, for which Reaſons the Plaintiff excepts againſt the ſaid Defendant Anſwer as inſufficient, as to the ſeveral points excepted unto, and prays that ſhe may amend her Anſwer as to the ſame.

Ex

Exceptions taken to the Answer of W. D. *Defendant to the Bill of Complaint of* A. J. *Widow, Complainant.*

Bill.

THE Bill is to have a discovery of the whole Estate that *J. S.* late of *F.* in the County of *Middlesex*, Gent. deceased, dyed possessed of, with the particulars and true values thereof, and wherein the same consisted, and also to compel the Defendant to pay a debt of twenty five pounds and Interest, due upon Bond to *J. C.* late of *London*, Baker, deceased, to whom the Plaintiff is Administratrix, and to Answer all and singular other the Premisses in the Complainants Bill of Complaint charged, as the scope of the Bill, *&c.*

Respons.

Saith, That he believes it to be true, That the Plaintiff is Administratrix to *J. C.* late of *London*, Baker, deceased, but knows not the same of his own knowledge, neither doth he know that *J. B.* in the Bill named did make application to borrow of *J. C.* the Sum of twenty five pounds, or that there was any application made unto the said *J. C.* by *A. B.* and *J. S.* in the Bill mentioned, on the behalf of the said *J. B.* or that the said *J. C.* did about the

Exception the Third.

The Plaintiff excepts againſt the Defendants Anſwer as inſufficient, for that ſhe the ſaid Defendant doth not ſet forth how ſhe procured and obtained her fraudulent Will to be executed by the ſaid *R. J.* and who were the adviſers therein. All which ſhe ought to have done, it being required by the Plaintiffs Bill.

Exception the Fourth.

The Plaintiff excepts againſt the Defendants Anſwer as inſufficient, for that the ſaid Defendant hath not ſet forth what Gold, Silver, Plate, Rings, Jewels, Bills, Bonds, Leaſes, Mortgages, Judgments, Extents Houſhold-Goods and Utenſils of Houſhold-Stuff the ſaid *R. J.* dyed poſſeſſed of, with the true values of the ſame and annext a Schedule to her Anſwer of the particulars thereof. All which ſhe ought to have done, it being required by the Plaintiffs Bill, for which Reaſons the Plaintiff excepts againſt the ſaid Defendant Anſwer as inſufficient, as to the ſeveral points excepted unto, and prays that ſhe may amend her Anſwer as to the ſame.

Exceptions taken to the Answer of W. D. *Defendant to the Bill of Complaint of* A. J. *Widow, Complainant.*

Bill.

THE Bill is to have a discovery of the whole Estate that *J. S.* late of *F.* in the County of *Middlesex*, Gent. deceased, dyed possessed of, with the particulars and true values thereof, and wherein the same consisted, and also to compel the Defendant to pay a debt of twenty five pounds and Interest, due upon Bond to *J. C.* late of *London*, Baker, deceased, to whom the Plaintiff is Administratrix, and to Answer all and singular other the Premisses in the Complainants Bill of Complaint charged, is the scope of the Bill, *&c.*

Respons.

Saith, That he believes it to be true, That the Plaintiff is Administratrix to *J. C.* late of *London*, Baker, deceased, but knows not the same of his own knowledge, neither doth he know that *J. B.* in the Bill named did make application to borrow of *J. C.* the Sum of twenty five pounds, or that there was any application made unto the said *J. C.* by *A. B.* and *J. S.* in the Bill mentioned, on the behalf of the said *J. B.* or that the said *J. C.* did about the

time in the Bill mentioned, or at any other time, lend unto the ſaid *B. B.* and *S.* or unto either of them the Sum of twenty five pounds, or any other Sum, or that there was any Bond entred into by the ſaid *B. B.* and *S.* or either of them unto the ſaid *C.* in his life-time, of the Penalty and for the payment of twenty five pounds as in the Bill mentioned, or any other Sum whatſoever, *f.* 123 and 4..

Saith, That he believes it to be true, that *B. B.* and *S.* are all dead, but whether *B.* and *B.* dyed Inteſtate or not, the Defendant knows not; denies that he is either Executor or Adminiſtrator to the ſaid *B.* and *B.* or either of them, or that either of their Eſtates came to his hands, but confeſſeth, that in or about the Month of *Auguſt*, one thouſand ſix hundred ſeventy five *J. S.* made his laſt Will in Writing and the Defendant Executor thereof, and ſoon after dyed, which he proved, *&c.* and by virtue thereof poſſeſſed himſelf of the whole perſonal Eſtate of the ſaid *J. S.* which was not nor is not near ſufficient to pay and diſcharge his Funeral Expences, and Debts upon Bonds and Judgments, and ſets forth a particular of *S.* his Eſtate in a Schedule annexed to his Anſwer, evaſively, and without the values of certain Leaſes for term of years, *&c.* for which and ſeveral other Reaſons the Plaintiff Excepts againſt the Defendants Anſwer as inſufficient, *&c.*

Ex-

Exception the First.

For that the Defendant in his Answer *f.* 9. confesseth a Lease from Sir *W. J.* to *S.* for one and twenty years, at seventy two pounds *per annum*, and that there was ten years and a half to come at his death, but doth not set forth where the Estate so lies that was leased by the said Sir *W. J.* to the said *S.* nor the rent reserved, nor the Tenants names that have been in the possession of the same since the death of the said *S.* all which the Defendant ought to have done, so that the Plaintiff might have inquired into the same as to the rent reserved and value of the Premisses, *&c.*

Exception the Second.

For that the Defendant in his Answer *f.* 10. confesseth that there came to his Hands a Lease granted from one Mr. *P.* to the said *S.* to whom the Defendant is Executor, as aforesaid, but doth not set forth whether the same Lease was of Houses or Lands, nor where the same lyes, nor the Tenants Names that are or were in possession of the same at the time of the said *S.* his death, nor what term of years were then or is still to come in the said Lease, only says that the same was at a rack Rent, which is altogether evasive, insomuch that the Plaintiffs cannot by any means inquire

into or find out the true value of the ſame, *&c.*

Exception the Third.

For that the Defendant in his Anſwer *f.* 10 and 11 confeſſeth that there came to his hands a Leaſe granted from Sir *N. C.* at a rack Rent, and that the ſame expired the Chriſtmaſs after the ſaid *S.* his death, but doth not ſet forth whether the ſame Leaſe were of Houſes or Land, nor where the ſame lyes, nor the Tenant or Tenants Names that were in poſſeſſion at the time of the ſaid *S.* his death, nor what Rent was then in arrear or owing by ſuch Tenant or Tenants, *&c.* All which the Defendant ought to have done, ſo that the Plaintiff might have inquired into the ſame, for which Reaſons, *&c.* the Plaintiff excepts againſt the Defendants Anſwer as inſufficient, and prays that he may amend the ſame, *&c.*

Exceptions taken by the Complainants J. C. *and* T. D. *to the Anſwer of* E. T. *one of the Defendants in the Bill of Complaint of the ſaid Complainants.*

THE end of the Complainants Bill is to be relieved againſt a pretended Settlement which the Defendant ſet up againſt the Complainants, who are Mortgagees of the

the Defendants Husband for twelve hundred pounds principal Mony, lent upon the Manor of *H.* and divers Messuages, Lands and other things in *H.* in the Isle of *Ely* and County of *Cambridge*. And the Complainants by their Bill, *f.* 6 and 7 particularly charge, That the Defendant *E.* and *T.* her pretended Daughter pretend and give out in Speeches, That upon the Defendants Marriage all the said Manor, Lands and Premisses conveyed for the Complainants Security, are setled upon Trustees for the use of the Defendant, for her Joynture, and after the decease of her and her Husband, to the Heirs Male of their Bodies, and for want of such issue to the use of their Heirs Female, or otherwise for the raising of several great and considerable Sums of Mony, for the Portions and Maintainance of such issue Female. And the said *T.* the Daughter of the Defendant *E.* and pretended Daughter of the Defendant her Husband, who is endeavoured to be set up for the only issue Female, such Daughter after the decease of the Defendant and her said Husband will be intituled to the whole Estate, or at least that two thousand or three thousand pounds or some other great Sum must be raised thereout by the Trustees for the Portion and Maintainance of the said pretended Daughter, beyond which the Mortgaged Estate will not be sufficient to secure the Complainants Monies, when in truth such Settlements and Incumbrances, if any, were

voluntarily made and entred into, and such pretended Daughter set up by the said Defendant *E.* and connived at by the other Defendant her Husband, to defraud the Complainants of their said Monies, and therefore ought to be detected, and such voluntary Settlements set aside. And the Complainants being in nature of Purchasers, for a valuable Consideration, ought in the first place to receive their Monies lent with Interest. And *f.* 8 and 9. a discovery is prayed, whether the said Manor and Premisses or some part of them, and what in particular were not upon the Marriage of the Defendant setled and conveyed unto and upon some persons, and what persons by name in Trust for such and such like uses and purposes, as before charged, and what in particular, and may set forth the dates and contents of such Conveyances or settlements, with the names of the Parties, and Witnesses thereunto, and at what time, and for what consideration the same were made and executed, and whether the Defendants have any issue Male or Female, and where such issue is.

Answer.

To which the Defendant by her Answer *f.* 3, 4 and 5. only saith, That before her Marriage with the other Defendant her said Husband, all and singular the Lands, Tenements and Hereditaments and Premisses

misses, in the said Complainants said Bill of Complaint mentioned to be Mortgaged to the Complainant or a great part thereof, were (in Consideration of a Marriage then to be had between the said *T. T.* and the Defendant *E.* and which afterwards took effect) setled in Joynture upon the Defendant for her Life, to take effect in possession after the death of the said *T. T.* or of the said Defendant, or some other provision is thereby made for the issue of that Marriage.

Exception.

Which is no sufficient Answer, for that the Defendant doth not set forth the date of such Marriage Settlement, the Witnesses names, nor the contents thereof, nor Parties thereunto, which if she had pleaded, she must have done; nor doth she deny or set forth what portion or portions, or other maintainance the issue Female of the Marriage ought to have, or will insist upon; or what limitations are made to Trustees in such pretended Settlement; nor the particular Lands setled in Joynture upon the said Marriage. But the said Answer is altogether evasive, the Complainants not intending to impeach, but discover the Defendants Title and her Daughters Interest in the Mortgaged Premisses, that they may take what prudent care is possible for the better security of the said Monies so really and *bona fide* lent. And there-

fore the Complainants do except to the said Answer. And pray the effect of their Bill of Complaint may be Answered as they may have the end of their Suit, and such relief therein as the nature of their Cause will admit.

Re-

Replications.

The Replication of J. C. *Gent. Complainant, to the Anſwer of* C. L. *Gent. Defendant to the ſaid Repliants Bill of Complaint.*

THE ſaid Repliant ſaving to himſelf all advantages of Exception to the incertainties, untruths and inſufficiencies of the Defendants ſaid Anſwer, for Replication thereunto ſaith, That all and ſingular the matters and things in the Repliants ſaid Bill contained are true, as the ſame are therein alledged. And that the Anſwer of the ſaid Defendant to the ſaid Bill is very untrue, imperfect and inſufficient to be replied unto, and is ready to aver, maintain and prove the ſame, as this honourable Court ſhall Award, and humbly prays as in his ſaid Bill he hath prayed. A general Replication.

The Replication of T. B. *Adminiſtrator* de bonis non *to* R. P. *late of* London, C. *deceaſed, to the Anſwer of* E. H. *Eſq; Defendant.*

THE ſaid Repliant ſaving and reſerving to himſelf now and at all times hereafter, all and all manner of advantage of Exception to the incertainties and inſufficiencies Another form of a general Replication.

ſufficiencies of the ſaid Defendants Anſwer; for Replication ſaith in all and every the matters and things, as in and by his ſaid Bill of Complaint he hath already ſaid, and will aver, juſtifie, maintain and prove his ſaid Bill of Complaint, and all and every the matters and things therein contained, to be true, certain and ſufficient, in ſuch manner and form as the ſame are therein and thereby ſet forth and declared; and that the Anſwer of the ſaid Defendant is very untrue and inſufficient in the Law, by this Repliant to be replied unto, for divers manifeſt imperfections and incertainties therein contained, the benefit and advantage of exception being now and at all times hereafter ſaved unto this Repliant. And this Repliant for farther Replication ſaith, That the matters contained in his ſaid Bill of Complaint are altogether relievable in this honourable Court, without that, That any other matter or thing in the ſaid Defendants Anſwer contained material or effectual in the Law to be replyed unto, and herein, and hereby not well and ſufficiently replied unto, confeſſed or avoided, traverſed or denied, is true. All which matters and things this Repliant is ready to aver, maintain and prove as this honourable Court ſhall award, and therefore prayeth as in and by his Bill he hath prayed.

The

e Replication of B. M. *Clerk, to the ſeve-ral Anſwers of Sir* W. S. *Baronet, and* H. K. *Gent. Defendants.*

A ſpecial Replication.

THE ſaid Repliant ſaving and reſerving to himſelf all advantages of exceptito the incertainties and inſufficiencies of e ſaid Defendants Anſwer, for Replicati- faith in all and every the matters and ngs as in and by his ſaid Bill of Comint he hath already ſaid and will aver, tifie, maintain and prove the ſaid Bill of mplaint, and all and every the matters d things therein contained to be true, rtain and ſufficient, in ſuch manner and m as the ſame are therein and thereby forth and declared, and that the Anrs of the ſaid Defendants are very une and inſufficient in the Law, by this pliant to be replied unto, for divers maeſt imperfections and incertainties there- contained, the benefit and advantage of ceptions being now and at all times reafter ſaved unto this Repliant. And is Repliant for farther Replication ſaith, hat the matters contained in his ſaid Bill Complaint, are altogether relievable in is honourable Court, for that this Repli- t knows not which of the Defendants e intituled to, or ought to pay the ythes of the Premiſſes to this Repliant, ther could this Defendant prove the emiſſes Tithable, without a Commiſſion

if-

ſuing forth of this honourable Court, t
Examine the ancient and infirm Pariſhi
ners of the ſaid Pariſh where the Premi
ſes lye, who are unfit to travel to prov
the matters *viva voce*, at any Tryal at th
Common Law, could this Repliant hav
any remedy there, as in and by the ſai
Defendants Anſwers ſeverally, are vainl
ſet forth. Without that, That any other ma
ter or thing in the ſaid Defendants An
ſwers contained, material or effectual in th
Law to be replied unto, and herein no
well and ſufficiently replied unto, confeſſe
or avoided, traverſed or denied, is true
All which matters and things this Repli
ant is ready to aver, maintain and prov
as this honourable Court ſhall award. An
prays as in and by his ſaid Bill he hat
already prayed.

e Form of a Bill of Review.

ill of Review for R. B. *Esq; against* A. B. *nd* J. C. *Administrators, with the Will an- xed of* S. B.

the Decree made by the Lord *North* be ſigned and inrolled, get a Copy of the Decree.

This muſt be a Bill of Review to Re- ſe the former Decree, and therefore forth

That ſuch a Term the Plaintiff Exhi- d his Bill, the ſubſtance whereof is in Order, that the Defendant Anſwered, intiff Replied, Witneſſes were examin- and publiſhed, the Cauſe heard and reed by the Lord *Nottingham*, re-heard confirmed, put in the orders, and ſet what was decreed.

Then the Petition for re-hearing to the rd *N.* and the Decree made by him *pro-* which is ſigned and inrolled, and reupon the Plaintiff was conſtrained, prevent proceedings on the ſaid Sta- e, to pay over and be- s the ſaid ſeven hundred and twenty unds, the pretended value of the Wines, which was paid on granting the In- ction as aforeſaid, but the Statute not delivered up nor vacated.

Since

LINCOLN'S INN LIBRARY

Since then *B* dyed, having made his la
Will and no Executors, or if any, they r
nounce, whereupon Letters of Adminiſtr
tion *cum Teſtamento annexo* are granted to th
perſons *ut ſupra*, and that the Adminiſtrato
have poſſeſſed *B.*'s perſonal Eſtate being
great value.

That the Plaintiff is aggrieved by th
laſt Decree, which reverſt the Lord *No*
tingham's Decree, and the ſame is errone
ous and ought to be reviewed and re
verſed.

For, That it appears even by the ſai
Decree, that there was a very ill proceed
ing and contrivance in the then Defen
dant *B.* in obtaining the Statute of tw
thouſand eight hundred and eighty pound
from the Plaintiff, an Heir, in the Life
time of his Father; defeazanced for th
payment of one thouſand four hundre
and forty pounds, at the end of twent
days after the Father's death, and that fo
a parcel of Wines, valued in the bargai
at ſeven hundred and twenty pounds, ſ
that as it appears by the Decree, ſuppoſin
the Wines to be of the value of ſeven hun
dred and twenty pounds (which the Plain
tiff doth not admit) the Defendant *B.* wa
to have double the ſame twenty days afte
the Fathers death (whom he then told
was confined to his Chamber by Sickneſs
and who dyed ſoon after) which Bargain
and Contract appears in it ſelf, without
any other evidence, to be fraudulent and
corrupt, and againſt which this Court hath

all times granted relief, and diſcounte-
nanced ſuch Contracts. And the late Lord
Keeper *North* himſelf ſoon after the making
of this Decree, upon another re-hearing in
the like caſe, between the Plaintiff and one
for a parcel of , confirmed the late
Earl of *Nottingham*'s Decree, which was
to the ſame effect, with this Decree made
by his Lordſhip in this Caſe. And the
ſame Lord Keeper *North* did afterwards in
other Caſes make the like Decree for ſet-
ting aſide fraudulent and unreaſonable Bar-
gains and Purchaſes; wherefore, and for
that the Decree is apparently Erronious
and unjuſt, and contrary to the Precedents
of this Court, as well Ancient as Modern,
the ſame ought to be reviewed and rever-
ſed, and the ſaid firſt Decree made by the
Lord *Nottingham* ought to ſtand and be
confirmed, and your Orator ought to be
repaid the ſame ſum with Intereſt, which
he paid the ſaid *B.* who left Aſſets. To
the end therefore that the ſaid laſt Decree
may be reviewed and reverſed, and the ſaid
money repaid with Damages, and to that
end, that the ſaid Adminiſtrators may either
diſcover Aſſets or diſcover *B*'s. perſonal Eſtate,
and the particulars and values thereof, and
that your Orator may be relieved according
to Juſtice.

Pray proceſs againſt the Adminiſtrators *ad revidend. & ad reſpondend.* the ſaid new matters.

In-

Interrogatories.

INTERROGATORIES to be Administred to *R. C.* Gentleman, upon a Contempt by him committed at the Suit of *P. W.* Gentleman, *B. C.* Widow and *M. C.* Widow, Complainants.

Interrogatories to be Administred upon a Contempt to one taken by a Sergeant at Arms.

IMprimis, Were you on or about the fourteenth day of *May* last, or at any other time, and when served with a Writ of Execution of a Decree made in this Cause under the Seal of this Honourable Court in yellow Wax, and with a Report made in this Cause by Sir *William Lacon Childe* Knight, one of the Masters of this Court bearing date on or about the one and twentieth day of *February*, one thousand six hundred seventy two, by one of the Deputy Registers of this Court, by which Report the Master did certifie, That he had allowed a Conveyance to be sealed by you, for the transferring of the Trust, or to such or the like effect. Did the Party that so served you with the said Writ of Execution and Report, shew unto you the said Writ of Execution under Seal as aforesaid, and the said Report signed as aforesaid, and a Conveyance

veyance or Deed ſigned by the Maſter in teſtimony of his Allowance thereof, and did he give and deliver unto you, or leave with you, or in your preſence, a Copy of the ſaid Writ of Execution and of the ſaid Report, or either and which of them, or tender the ſaid Deed of Conveyance unto you, and deſire or demand of you to ſign, ſeal and deliver the ſame, and in all other things to obey and perform the ſaid Writ of Execution, or to any or ſuch, or the like effect. And were you by the ſaid Decree to execute ſuch Conveyance as ſhould be allowed by the ſaid Maſter? declare.

2. *Item*, Did you at the ſame time, or any other time and when, ſeal and execute the ſaid Deed or Conveyance, and have you in all other things obeyed and performed the ſaid Writ of Execution? Declare the truth herein.

3. *Item*, Were you on or about the ſaid fourteenth day of *May* laſt, or at any other time, and when, ſerved with a Writ of Execution, or other Writ under the Seal of this Honourable Court, in yellow Wax, whereby you were enjoined or commanded immediately after the receipt thereof to pay unto the Plaintiff *B. G.* or the bearer of the ſaid Writ, the Sum of 9 *l.* 9 *s.* 11 *d.* to the Plaintiff *P. W.* or the bearer thereof, the Sum of 4 *l.* 15 *s.* 3 *d.* And to the Plaintiff *M. C.* or the bearer thereof, the Sum of 1 *l.* 11 *s.* 9 *d.* and what elſe was the Contents of the ſaid Writ? And likewiſe were you on or about the ſaid fourteenth day

of *May* laſt, or at any other time and when, ſerved with a Writ of *Subpœna* for Coſts, under the Seal of this Honourable Court in yellow Wax, whereby you were commanded to pay unto the ſaid *P. W.* or the Bearer of the ſaid *Subpœna* 42 *l.* Did the party that ſerved you with the ſaid Writ of Execution and *Subpœna*, ſhew the ſaid Writ of Execution and *Subpœna* to you under the Seal of this Honourable Court, as aforeſaid, and deliver the ſame to you, or leave the ſame with you, or in your preſence, and did he deſire or demand of you to obey and perform the ſaid ſeveral Writs of Execution and *Subpœna*, before mentioned, and to pay the ſaid ſeveral and reſpective Sums of Mony before-mentioned, accordingly? Declare.

4. *Item*, Did you in obedience to the ſeveral Writs of Execution and *Subpœna*, then or at any time ſince and when, pay the ſaid ſeveral Sums of 9 *l.* 9 *s.* 11 *d.* 4 *l.* 15 *s.* 3 *d.* 1 *l.* 11 *s.* 9 *d.* and 42 *l.* or any and which of them, to the parties that ſo ſerved you with the ſaid ſeveral Writs, or the perſons to whom the ſame were reſpectively payable? Declare the truth herein, with the Reaſons of ſuch your contempt in this behalf.

In-

Interrogatories to be administred to Witnesses produced to be Examined on the part and behalf of J.C. *Gentleman, Son of* R. C. *deceased, and Administrator with his Will annexed of his Goods and Chattels unadministred, by* A.C. *Widow, and* T. J. *his Executors, deceased, Complainants, against* C. *Earl of* M. *Sir* A. F. *Knight, and* T. J. *his Trustee, Defendants.*

Imprimis do you know the Parties Complainants and Defendants, or which of them do you know: Did you know Sir *E. F.* of *G.* in the County of *C.* Baronet, J.C. and *A.* his Wife, *E. M. T. J.* and M.K. of *London*. Widow, all now deceased, or any and which of them did you know, and how long is it since the said Sir *E. F. R. C.* and *A.* his Wife, *E. M. T. J.* and *M.K.* or any and which of them severally dyed, express the time, and declare what you can say unto this Interrogatory on your knowledge, or all you have credibly heard and believe.

2. *Item*, Did you know the Messuage or Tenement and Lands in question in the Suit, called *N.* lying in *S.* in the County of *C.* in which formerly the said *E. M.* lived and held, and of what yearly value or reputed yearly value are the same, and who hath held the same and received the Rents, Issues and Profits thereof ever since the death of

the ſaid *E. M.* which was in the ſaid year, 1648. or for any and how many years of the ſaid time? Declare what you can ſay to this Interrogatory on your knowledge, or as you have credibly heard and believe, with the reaſons thereof.

3. *Item*, Were you preſent and a Witneſs when the ſaid Sir *E. F.* did ſeal and deliver as his act and deed, the Indenture of Leaſe and Deed Poll now ſhewed unto you at the time of your examination, and both of them bearing date the 1ſt day of *June* in the 17th year of the Reign of our late Sovereign Lord King *Charles* the I. over *England*, &c. and is your Name indorſed on the back-ſide of the ſaid Indenture or Deed Poll, as a Witneſs thereunto, of your own proper Hand-Writing; and are the Names *T. P. M. S.* &c. indorſed on the back-ſide of the ſaid Indenture or Deed Poll, as Witneſſes to the ſealing and delivery thereof, of their or either and which of their own proper Hand-Writing, and what and how much yearly Rent is reſerved upon the ſaid Indenture of Leaſe you are now queſtioned about? Declare.

3. *Item*, Did you know *T. P. R. W.* &c. whoſe Names are written and indorſed on the back-ſide of the ſaid Indenture of Leaſe and Deed Poll now ſhewed unto you at the time of your examination, the ſaid Indenture of Leaſe and Deed Poll bearing date the firſt of *June* in the 17th year of the Reign of our late Soveraign Lord King *Charles* I. over *England*, &c. as Witneſſes to the ſealing and delivery thereof, or any and which of them did

did you know, are all the ſaid Witneſſes dead as you know, believe or have heard? Declare what you can ſay to this Interrogatory on your knowledge or belief, with the reaſons thereof.

5. *Item*, do you know or were you acquainted with the Character or Hand Writing of the ſaid Sir *E. F.* and is the Name *E. F.* ſubſcribed or written as a Party to the ſaid Indenture of Leaſe, Deed Poll and Acquittance now ſhewed you, at the time of your Examination of his the ſaid *E. F.*'s own proper Hand Writing? Declare what you can ſay to this Interrogatory on your knowledge or belief, with the Reaſons thereof.

6. *Item*, Do you know of the payment of the ſum of four hundred pounds in Mony, being the conſideration Mony or Fine expreſſed in the ſaid Indenture of Leaſe in the laſt preceding Interrogatory mentioned, or any or what part thereof, or any other Sum of Mony, and how much, by the ſaid *R. C.* deceaſed, to the ſaid Sir *E. F.* or to any to his uſe, and have you often or at any time heard the ſaid Sir *E F.* acknowledge or ſay that he had by himſelf or ſome other for his uſe and by his appointment, received the ſaid Sum of four hundred pounds from the ſaid deceaſed *R. C.* in full ſatisfaction for the fine or conſideration of the ſaid Leaſe in the third Interrogatory mentioned, and do you verily believe in your conſcience that the ſaid *R. C.* did truly pay to or for the uſe of the ſaid Sir *E. F.* the aforeſaid ſum of four hundred pounds for the fine of the

ſaid Leaſe? Declare what you can ſay to this Interrogatory upon your knowledge or belief, with the reaſons that induce you and cauſe you ſo to believe.

7. *Item*, Do you know or have credibly heard or believe that the ſaid Sir *E. F.* made any ſettlement and when of his Manors, Lands and Tenements in the County of *C.* upon *W. F.* Eſq; his Kinſman, Father of the now Defendant Sir *A. F.* and the Heirs Males of his Body, or of any Will in Writing whereby the ſaid Sir *E. F.* gave and deviſed, as is pretended, his Manors, Lands, Tenements and Eſtate in the County of *C.* to the Defendant the E. of *M.* and his Heirs. And whether was ſuch Settlement or deviſe of his the ſaid Sir *E. F.*'s Eſtate made upon conſideration of Mony paid, or was the ſame voluntary or without any conſideration of Mony paid only for good will and natural love and affection? Declare what you can ſay to this Interrogatory, either upon your knowledge or all you have credibly heard or believe, with the reaſons of ſuch your belief.

8. *Item*, Do you know or have credibly heard and believe that Sir *E. F.* mortgaged the Manors of S. and B. and all the Lands and Tenements thereto belonging, to one Mrs. *K.* for ſecuring the payment of fifteen hundred pounds and the Intereſt thereof, have you ſeen the ſaid Deed of Mortgage made by the ſaid Sir *E. F.* to the ſaid Mrs. *K.* or any Counterpart or Copy thereof, what date beareth the ſaid Deed of Mortgage, and how and at what time, and was the ſaid fif-

fifteen hundred pounds to be paid back for the redemption of the ſaid mortgaged Premiſſes, and were the ſaid mortgaged Premiſſes redeemed from the ſaid Mrs. *K.* in her life-time, and when and by whom, and what Monies were paid for the redemption thereof, and by whom? Declare, *&c.*

9. *Item*, When, or about what time and how long after the death of the ſaid Sir *E.F.* did the ſaid Mrs. *K.* or any on her behalf and who, enter upon the ſaid Manors of *S.* and *B.* and the Lands and Tenements therein and thereto belonging, and of the Tenement and Lands called *N.* in particular, and receive and take the Rents, Iſſues and Profits thereof, and for how many years hath the ſaid Mrs. *K.* and her Aſſigns, and who have been in poſſeſſion of the ſaid mortgaged Premiſſes, and received the Rents Iſſues and Profits thereof, and what and how much may the ſame amount unto, and whether is the ſame Farm called *N.* within the ſaid Manor of *S.* and what is the yearly value of the ſame? Declare, *&c.*

10. *Item*, Have you or ſome other perſon or perſons, and who by name been imployed as Bayliff or Agent, and by whom for the collecting and gathering of the Rents, Herriots and Profits of all the Meſſuages, Lands and Tenements within the Manors of *S.* and *B.* which late were the Inheritance of the ſaid *E.F.* and to whom and for whoſe uſe and benefit have you paid or delivered the ſaid Rents, Herriots and Profits, or did you know the ſaid Rents, Herriots and

Profits to be paid or delivered from the death of the ſaid Sir *F. F.* or from the year of our Lord, 1644. and for how long have or hath he or they received and had the ſame, and how much do the old Rents of the ſaid Manor of *S.* and *B.* amount unto yearly, and how many years have you or any others and who collected the ſame ſince the death of the ſaid Sir *E. F.* and to whom have you paid the ſame? Declare, *&c.*

11. *Item*, Do you know *S.* and the demeſne Lands thereunto belonging, and the Mill called *S.* Mill, being part of the ſaid Premiſſes Mortgaged to the ſaid Mrs. *K.* of what yearly value or reputed yearly value are the ſame, who hath held and poſſeſſed the ſame ever ſince the death of the ſaid Sir *E. F.* and what is the ſame worth yearly, and what Rent do you know to have been paid for the ſame by the year, and to whom and for whoſe uſe and benefit hath the ſame been paid ſince the death of the ſaid Sir *E.F.* Declare, *&c.*

12. *Item*, What Tenements or Lands within the Manor of *S.* and *B.* which were the Inheritance of the ſaid Sir *E. F.* do you hold or how long have you held the ſame, have you taken any new Leaſe of your ſaid Tenement or Lands, ſince the death of the ſaid Sir *E. F.* and from whom did you take the ſame, and what perſon or perſons did ſeal and execute to you your ſaid Leaſe, and what Fine paid you for the ſame, and to whom, what Rent have you paid yearly for your ſaid Lands and Tenement, and to whom and

nd for whoſe uſe have you paid your ſaid ent ſince the death of the ſaid Sir *E. F.* hat Term do you claim to have in the ſaid enement and Lands which you hold with- the ſaid Manor, for how long time is it at you paid your Rent to *W. F.* Eſq; or to e now Defendant *A. F.* (now Sir *A. F.*) or the Defendant C. Earl of *M.* or to or for em and either and which of them? Expreſs e ſame particularly, and declare the truth cording to your knowledge.

13. *Item*, What Tenants within the Ma- ors of *S.* and *B.* have taken any Leaſes ſince e death of Sir *E. F.* of their Tenements hich were the Inheritance of the ſaid Sir . *F.* from whom did they take the ſame, nd what Fine or Fines did they pay, and to hom paid they their ſaid Fines, and to hoſe uſe? Declare, *&c.*

14. *Item*, Do you know, or have you cre- ibly heard or believe, or what can you ſay o prove that *R. H. E. P. A. L.* and *K. W.* r any and which of them or any other did ake any Leaſe or Leaſes of ſeveral Tene- ents and Lands within the ſaid Manor of . and *B.* or either of them, from whom did ey or either of them take the ſaid Leaſe or eaſes, and what and how much Fine or ines did he, ſhe or they pay for the ſame, nd to whom and for whoſe uſe was the ſame aid, and what is the yearly Rent reſerved pon each of the ſaid Leaſes, and to whom s the ſaid Rent now paid, and for how long ath it been ſo paid? Declare, *&c.*

15. *Item*,

15. *Item*, Do you know what Sum of Mo-
ny, how much in the whole the old Rent
reſerved upon the ſeveral Leaſes of the Tene-
ments within the Manor of *S.* and *B.* do
amount unto yearly, and what and how
much are the now increaſed Rents of the
Common of *B.* how long hath part of the
ſaid Common been incloſed, and to whom
have the ſame Rents been paid ever ſince the
incloſure; were all the ſaid new and old
Rents paid to *W. F.* Eſq; whilſt he lived, and
to the ſaid Defendant *A. F.* and ſince *W. F.*
deceaſed to the ſaid Sir *A. F.* or to the De-
fendant the Earl of *M.* or all or any and
which of them, expreſs to whom in particu-
lar, and for how many years they or either
and which of them have received the ſaid
new and old Rents, and what is the whole
Sum thereof? Declare what you can ſay to
this Interrogatory, as you know, have heard
and do verily believe to be true.

16. *Item*, Do you know, or have you cre-
dibly heard, That the ſaid *W. F.* and the now
Defendant Sir *A. F.* his Son or ſome other
perſon or perſons on his or their behalf, and
who by name did redeem the ſaid mortgaged
Premiſſes from the ſaid Mrs. *K.* when were
the ſame ſo redeemed, and who hath re-
ceived the Rents of the Tenants within the
ſaid Manor of *S.* and *B.* ſince the ſaid re-
demption? Declare what you can ſay to this
Interrogatory as you know, have heard or
believe, and what induceth you, and the
cauſe of ſuch your belief.

17. *Item*,

17. *Item*, Do you know or believe that the Manor of *S.* and *B.* and all the Lands and Tenements therein and thereunto belonging, with their appurtenances, which were the heritance of the ſaid Sir *E. F.* which were ortgaged to the ſaid Mrs. *K.* are worth n thouſand pounds to be ſold, or what other m or value do you verily believe they are orth to be ſold, and whether do you know believe that the ſame (excluding and aving out the Farm called *Northwood*, leaſ- to the ſaid *R. C.*) are ſufficient and much ore than ſufficient to ſatisfie the Mony now ſtly due upon the ſaid Mrs. *K.*'s Mortgage, caſe the ſame be not ſatisfied in ſome ſhort me? Declare the truth according to your owledge.

18. *Item*, Whether do you know of any eans and endeavours uſed, and what, ſhort- after *E. M.*'s deceaſe, by *R. C.* and after s deceaſe by his Executors, to have entred d have got poſſeſſion of the Tenement d Lands called *N.* leaſed to the ſaid *R.C.* by e ſaid Sir *E. F.* Whether do you know or ve you credibly heard of any Suit brought the Executors of the ſaid *R. C.* in or out the year of our Lord God, 1649. in the *xchequer* Court of the County Palatine of *eſter*, againſt Mrs. *K.* or any other, and who, r the recovery and obtaining the poſſeſſion the ſaid Tenement and Lands called *orthwood*, and what was the hindrance or mpediment that they obtained not the ſame, as it that Mrs. *K.* had a prior Mortgage of e ſame from the ſaid Sir *E. F.* or what was

the

the impediment thereof? Declare the truth according to the beſt of your knowledge herein.

19. *Item*, What do you know of any Suit brought by *T. J.* the ſurviving Executor of *R.C.* in the Court of *Exchequer* of the County Palatine of *Cheſter* in or about the year, 1659. againſt *W. F.* and *A. F.* Eſquires, and *J. W.* for the recovery of the Tenement and Lands called *Northwood*, and to have ſatisfaction for the Profits thereof received ſince the death of *E. M.* to that time, and whether did the ſaid Cauſe proceed to a hearing and a Decree and what was the occaſion of not performing thereof by the ſaid *W. F.* and *A. F.* as you know or have credibly heard or believe? Declare what you know and can ſay to this Interrogatory.

20. *Item*, Whether are the ſeveral paper Writings now produced and ſhewed unto you at this the time of your examination, containing in number 8. And every of them according to their ſeveral denomination and import, true Copies of the Records of the Bill, Anſwers, Depoſitions, Orders and Award therein ſeverally contained, in the Cauſe heretofore depending between the ſaid *T. J.* Plaintiff, and the ſaid *W. F.* and *A. F.* Eſquires, and *J. W.* Defendants, in the ſaid Court of *Exchequer* in the County Palatine of *Cheſter*, and how do you know them ſo to be, and where and with what, and how did you examine the ſame? Declare the truth herein.

21. *Item*,

21. *Item*, How many Children did *R. C.* leave at the time of his deceaſe, whether were they then taken care of, provided for or diſpoſed of, or were they Infants very young and undiſpoſed of, whether did the ſaid *R. C.* lay out the greateſt part of his Eſtate for the purchaſing of the ſaid Leaſe of *Northwood*, of the ſaid Sir *E. F.* or whether were the Children of the ſaid *R. C.* at his deceaſe, left to be provided for, brought up and diſpoſed of in the World, out of and by the benefit of the ſaid Leaſe of *Northwood*? Declare what you know, have heard and believe, with the cauſe and reaſons of ſuch your belief.

22. *Item*, Do you know, or have you credibly heard and believe when and in what year the ſaid Defendant the Earl of *M.* firſt entred upon and commenced Suit for the recovery of the Eſtate that was the ſaid Sir *E. F.* and when did he recover the ſame, was it after the Suit of the ſaid *T. J.* in the *Exchequer* Court of *Cheſter*, againſt the ſaid *W. F. A. F.* and others, for the recovery of the ſaid Tenement and Lands, called *Northwood*, leaſed to the ſaid *R. C.* and a Decree made in the ſaid Suit, who was then in poſſeſſion of the ſaid Sir *E. F.* his Eſtate, was the ſaid Earl of *M.* then in poſſeſſion thereof, or the ſaid *W. F.* and *A. F.* or either and which of them, when did the ſaid Earl of *M.* and his Agents firſt begin to receive the Rents, Iſſues and Profits of the ſaid Manor of *S.* and *B.* and the Lands and Tenements, therein and thereto belonging, mortgaged to the

the ſaid Mrs. *K.* by the ſaid Sir *E.F.* and how long, and to what time hath the ſaid Earl of *M.* and his Agents continued to receive the Rents, Iſſues and Profits of the ſame? Declare what you can ſay to this Interrogatory, according to the beſt of your knowledge and belief, with the reaſons of ſuch your knowledge and belief.

23. *Item*, Do you know, have credibly heard or believe of any Reference propoſed by any or either or which of the Defendants to the Complainant to refer the matters in queſtion in this Suit to two indifferent perſons to be choſen between them as Arbitrators, when and where was ſuch propoſal made, was it before or ſince the commencement of this Suit, was there any Arbitrators, and who named, and was you one of the perſons named to be an Arbitrator on the Complainants ſide, and who was the Arbitrator on the Defendants ſide, were there any Bonds of Arbitration drawn, and by whom entred into, and of what Penalty, and what time was limited therein for the Arbitrators to make their Award, and did the ſaid Arbitrators make any Award or Determination or not, if not, what was the obſtruction or impediment that hindred them from ſo doing? Declare the ſame fully and at large.

24. *Item*,

24. *Item*, Do you know of any other matter or thing, or have heard or can say any thing touching the matters in question, that may tend to the benefit and advantage of the Complainants in this Cauſe, beſides what you have been before interrogated unto? Declare the ſame fully and at large, as if they were here particularly repeated, and you were thereunto particularly Interrogated.

Title

Title to Depoſitions.

DEPOSITIONS of Witneſſes taken a B. *in the County of* S. *at the Houſe of W. W. commonly called or known by the Name or Sign of the* White-Hart, *on* Thurſday *the* 10th *day of* Auguſt, *by virtue of a Commiſſion iſſuing out of their Majeſties High Court of* Chancery, *to us directed, for the Examination of Witneſſes in a Cauſe there depending, between* A. B. *Complainant, and* C. D. *Defendant, on the behalf of the Plaintiff.*

Notice of taking an Anſwer in the Country, by virtue of a *Dedimus Poteſtatem.*

WHereas we have received a Commiſſion iſſuing forth of the High Court of *Chancery*, to us and others directed, to take the Anſwers, Pleas or Demurrers of Dame *E. M.* and others, Defendants to the Bill of Complaint of *E. S*ury's) *A. F.* and *J. G.* Gent. Complainants. Theſe are to give you notice, that we intend to execute the ſaid Commiſſion on the, *&c.* at 8. of the Clock in the morning, at the Houſe of, *&c.* At which time and place you with your Commiſſioners may be preſent if you pleaſe. Given under our Hands the, *&c.*

THE

THE TABLE.

Additional Bills.

THE *Lady* Stawel *Widow, Dowager and Adminiſtratrix of* John *Lord* Stawel, *intituled to a Portion of* 10000 l. *to be raiſed out of a Term of ninety nine years, out of divers (of her Fathers, the late Earl of* Saliſbury's) *Manors and Lands, becoming payable to her before her Marriage, of which ſhe received only* 254 l. *And afterwards Inter-marrying with the ſaid Lord* Stawel, *who, by Marriage Agreement was to ſettle on her an Annuity of* 1500 l. per annum, *to be iſſuing out of his real Eſtate, to commence immediately after his Deceaſe, in lieu and recompence of Dower; and part of her Fathers, the Earl of* Salisbury's *Eſtate, being veſted in Truſtees, by Act of Parliament, to be ſold, for payment of the ſaid Ladies, and other younger Childrens Portions; and the ſaid Truſtees having ſold the ſame, and appointed the Sum*

of 5277 l. 10 s. *to be paid by the Purchaſer, as part of the ſaid Ladies Portion (but forbid by her Truſtees to be paid to the Lord* Stawel, *before he made ſuch Marriage Settlement, and the Lord* Stawel *dying before he performed the ſame, and)* C. S. *one of the Defendants pretending an Aſſignment of the ſaid* 5277 l. 10 s. *from the Lord* Stawel, *in his life-time: The Lady Dowager Exhibits this Bill againſt the Purchaſer, and Truſtees for her ſhare of the Purchaſe-Mony, and againſt* C. S. *the Aſſignee; as alſo againſt the Truſtees of her Fathers Will, for the reſidue of her Portion unpaid, That they may account with her, and that the Mony payable by the Purchaſer and Truſtees may be paid unto her in her own Right.* 52

2. *The Plaintiff being Purchaſer of an Eſtate of the late Earl of* Salisbury, *by Act of Parliament veſted in Truſtees to be ſold, and part of the Purchaſe-Mony being appointed by the ſaid Truſtees to be paid to the Lord* Stawel, *who dying, the Mony unpaid, and the Lady* Margaret *his Widow and Adminiſtratrix demanding the ſame by Exhibiting her Bill in this Court; and alſo one* S. *a Goldſmith, Exhibiting his Bill againſt this Complainant for the ſame Mony, as aſſigned to him by the Lord* Stawel *in his life-time. The ſaid Complainant exhibits this Bill, That the Lady* Stawel *and the ſaid Goldſmith may interplead and proceed to a determination of their Properties in the ſaid Mony, and that he the ſaid Complainant may bring his Mony into Court, or be otherwiſe indemnified againſt both their claims and pretences; and makes Affidavit at the bottom of the Bill, that*

that he exhibits the ſame voluntarily, at his own Coſts, and not at the Perſuaſion or Coſts of either Party Defendant. 76

3. *The Plaintiff being a Goldſmith, and having lent* 4000 l. *to* John *Lord* Stawel, *on Aſſignment of his ſhare of the Purchaſe-Mony of part of the Earl of* Salisbury's *(his Father in Laws) Eſtate, veſted in Truſtees by Act of Parliament to be ſold; and the Lord* Stawel *dying before payment, and the Lady Dowager his Widow and Adminiſtratrix claiming the ſame, and the Purchaſer keeping the Mony in his hands; this Complainant therefore exhibits his Bill for relief in the Premiſſes againſt the ſaid Lady Dowager* Stawel *and the Purchaſer.* 81

4. *The Plaintiff being poſſeſſed of a Leaſe for ninety nine Years, determinable upon three Lives, Mortgageth the ſame to* T. C. *who, by the Plaintiffs conſent Mortgageth the ſaid Premiſſes to the Defendant (being by Indenture of Agreement to re-convey to the Plaintiff, upon payment of a Sum of Mony) and the Defendant having entred and received the Profits to ſatisfie the Mortgage-mony and Intereſt, with an over-plus; the Plaintiff exhibits this Bill to compel him to reconvey and account.* 92

5. *The Plaintiffs are Executors to* K. N. *Widow, deceaſed, to whom there being the arrears of an Annuity due at the time of her death, chargable upon the Defendants Sir* A. N.'s *Lands, by virtue of an Indenture of Grant made by Sir* J. N. *(Sir* A. N.'s *Father) and the ſaid Sir* A. *for the Life of* K. N. *and her Husband; and Sir* J. N. *making ſome Settlement afterwards upon* L. N.

his younger Son, chargeth upon it 10 l. per annum, *part of the ſaid Annuity; and* K. N. *having Arreſted the ſaid Sir* A. N. *for the ſaid Annuity, and he having entred into Bond for payment of the ſame, and the ſaid Bond being left in the hands of* K. N.*'s Attorny, who dies, and the ſaid Bond being ſuppoſed to come to the Defendants Sir* A. N.*'s hands, and he having exhibited his Bill in this Court againſt the ſaid* L. N. *and the ſurviving Executor of Sir* J. N. *and there being a Decree for* L. N. *to pay the* 10 l. per annum (*part of the Annuity of* 30 l. per annum) *and the whole arrears of the Annuity due at the death of* K. N. *being* 270 l. *and upwards; the Plaintiffs exhibit this their Bill for the ſaid arrears.* 97

6. *The Complainants Brother* M. M. *being indebted to him by Bond and otherwiſe, in ſeveral great Sums of mony, and likewiſe to* J. M. *the Complainants other Brother at the time of his death, who, by a Nuncupative Will made the Complainant his Executor, and being prevailed upon by his Brother* M. M. *not to prove the ſaid Nuncupative Will:* J. M. *the Defendant (Son of* M. M.*) after his Fathers death, being Executor and Heir to his Father, takes out alſo Letters of Adminiſtration of his Uncles Eſtate; and his Father having given by his Will ſeveral Lands to the Complainant, and the Reverſion of an Inn, and* 200 l. *in mony; and the Defendant, after his Fathers death, altring the Will by adding a Codicil, and razing and blotting the Bequeſts of the Lands to the Complainant, yet ſo, as with great diffculty, the ſame might be read; and tearing and cancelling*

ling a Bond of his Fathers, which was ſhewed to him by his Uncle, without paying one peny of the Debt. The Complainant exhibits this Bill to be paid his Fathers and Uncles Debts out of the Eſtate, and to examine his Witneſſes, and to prove the Defendants Fathers Will in this Court, as it was made by the Teſtator without alterations. 113

7. *The Company of* Stationers *having Letters Patents granted to them by ſeveral Kings and Queens of* England, *for the ſole Printing and Vending* Pſalms, Primmers, Almanacks, *&c. And by Letters Patents from King* James *the firſt, confirming the ſaid Letters Patents from other his Predeceſſors, giving the ſaid Corporation alſo power to make By-Laws, who, by virtue thereof, by a By-Law, ſetled and limitted* 200 l. per annum, *out of the profits of* Primmers, Almanacks, *&c. for relief of poor Widows and Orphans of their Corporation; and the Defendant (being an* Haberdaſher, *and no Member of the ſaid Corporation) Printing, Importing and Selling great numbers of* Primmers, Almanacks, *&c. The Complainants exhibit their Bill for diſcovery.* 125

8. *The Complainant being by Articles of Agreement, to pay* 800 l. *as a Marriage Portion with his Daughter to the Husbands Father, and the Father being thereby obliged to charge Lands of the yearly value of* 300 l. *with an Annuity of* 150 l. per annum, *during the lives of Husband and Wife, and* 100 l. per annum *for the Wifes Joynture (in caſe ſhe ſurvives her Husband) And the Defendant leaving out of the Settlement, part of the Lands to the va-*

lue of 200 l. per annum, *and refuſing to Convey the Lands unſetled, according to the Articles of Agreement: the Complainant Exhibits this Bill to compel the Defendant to ſettle the ſame.* 140

9. R. S. (*the Complainants Wifes former Husband*) *having received* 60 l. *of the Defendant* S. S. *her mony,* (*being her ſhare of* 300 l. *given to her and five other Brothers and Siſters, by King* Charles *the Second*) *and the ſaid* R. S. *having alſo given Bond to* T. N. (*another Defendant, Truſtee for the ſaid* S. S. *to pay the ſame to her at the Age of* 21 *Years or day of Marriage: and the ſaid* R. S. *having laid out in Maintainance, Education and puting the ſaid* S. S. *out Apprentice to a Sempſtreſs, above* 60 l. *He dyed, and the Complainant* S. *took out Letters of Adminiſtration of his Eſtate, but finding the ſame not ſufficient to ſatisfie his Creditors, gave it amongſt them, who made not above* 9 s. *in the pound of it; then the Complainants Inter-marry, and the ſaid* S. S. *after ſhe had attained the Age of* 21 *Years, intermarries with one* T. J. *who is ſince dead; and both the ſaid* S. *when ſhe was ſole, and her Husband and ſhe after Marriage, being ſenſible of what Monies had been expended on her account by the ſaid* R. S. *often declared, That they would never deſire a Peny of the mony upon the ſaid Bond, nor conſent the ſame ſhould be put in Suit, but promiſed to procure it to be delivered up to be cancelled; and becauſe the Defendant* R. N. (*the Truſtee*) *brought an Action at Law upon the ſaid Bond, againſt the Complainant* S. *and her now Husband* (*whom ſhe inter-married with ſince*

ſince her Adminiſtration,) The Complainants exhibit this their Bill for relief, and to have the Bond delivered up. 156

10. The Complainant having 70 l. due to him, (part of 300 l. agreed to be paid him as his Wifes Portion by her Father, and in arrear at his death) and alſo ſhare of an Eſtate in right of his Wife, left her by her Fathers Will, who made his Wife Executrix thereof, and ſhe neither paying the remaining part of the Complainants Wifes Portion, nor making a dividend of the Eſtate in her life-time, but dying, and making two Executors, and the Defendant being the ſurviving Executor, the Complainant thereupon exhibits this his Bill againſt him for the ſame. 163

11. A Bill for diſcovery of a Bond loſt. 171

Anſwers.

1. THE joynt and ſeveral Anſwers of J. W. Senior (a Truſtee for younger Children) and J. W. Junior, (Husband of E. the Complainants Siſter) to the Bill of Complaint of W. H. an Infant, by T. C. Gentleman, his next Friend and Guardian, Complainant. 411

See the other Truſtees Plea in Bar to the ſaid Bill before. 401

2. The Defendants Anſwer to a Bill exhibited againſt her for ſetting up a falſe Will. 424

3. Two Infants by their Guardian exhibit a Bill againſt the Executors of the Teſtator their Father, one of which Executors dies, and the ſur-

ſurviving Executor Anſwers the Bill. 433

4. *The ſeveral Anſwer of* Daniel Witherley *Eſq; Defendant to the Bill of Complaint of the Right Honourable* George *Lord* Jefferies, *Baron of* Wem, *Complainant, which Bill prays relief againſt a Statute-Staple or Recogniſance entred into by the Complainant to the Defendant, for the ſecuring part of the Purchaſe-mony upon Sale of an Eſtate by the Defendant to the Complainant.* 453

5. *The ſeveral Anſwer of Sir* E. D. *Knight, one of the Defendants to the Bill of Complaint of the Right Honourable* Margaret *Lady* Stawel, *Widow of the Right Honourable* John *Lord* Stawel, *deceaſed.* 554

And the ſaid Defendants farther Anſwer to the ſame Bill. 559

The Anſwer of C. S. *and* E. S. *Eſquires, two of the Defendants to the Bill of Complaint of the Right Honourable* Margaret *Lady* Stawel, *Complainant.* 567

6. *The Anſwer of the Right Honourable* Margaret *Lady* Stawel, *one of the Defendants to the Bill of Complaint of* C. S. *Eſquire, Complainant.* 586

7. *The ſeveral Anſwer of Sir* E. D. *Knight, one of the Defendants to the Bill of Complaint of* C. H. *Complainant,* 600

Anſwers, Pleas *and* Demurrers.

1. THE *Defendant being a Truſtee for younger Children, Pleads in Bar (to the Heirs Bill to account and diſcover) a former Decree of*

f this Court, and two Reports of the Maſter efore whom his Accounts were Stated and Re-rted, and confirmed by Decree of this Court. 401

2. *The Defendant Pleads ſeveral Outlawries fter Judgment to the Complainants Bill* 416

3. *The Defendant as Heir at Law, pleads in ar to the Complainants Bill, a Deed of Purchaſe y his Father, in Fee-ſimple from one* E. G. *and Fine, with Proclamations duly levyed, nd that his Father being ſo ſeized, made a ſfoynture of the Premiſſes to the Defendants Mother (with Remainders over) who enjoyed he ſame for her Life; after whoſe death the Lands in queſtion diſcended to this Defendant as Heir at Law, by virtue of the ſaid Deed of Settlement, and that his Title is under a Purchaſer for a valuable conſideration, and paramount that Title the Complainant makes by his Bill.* 419

4. *The Defendant Pleads the Statute of Limitations in bar to the Bill the Complainant hath exhibited againſt him for Fees.* 421

5. *The Defendant pleads to a former Bill depending for the ſame matters, in Bar to the Complainants Bill.* 450

6. *The Defendant Anſwers as to part, Pleads a Purchaſe for a valuable Conſideration to other part of the matters in the Bill, and diſclaims as to the reſidue.* 451

7. *The Defendant Pleads ſeveral Conveyances, Fines, and a Decree of this Court in Bar to the Complainants Bill* 496

8. *The Defendant Pleads a Verdict and Judgment thereupon, not undone by Attaint or Error, and*

and the Statute of 4 H. 4. *in Bar to the Complainants Bill, the Scope whereof is for the Complainant to be relieved againſt an Action at Law, brought by the Defendant for Fees due to him for managing ſeveral Law Suits for the Complainant, and for monies laid out and expended by the Defendant for the Complainant in managing the ſame.* 514

9. *The Defendants plead a Purchaſe in Fee-ſimple, for a valuable Conſideration in mony truly paid, of the Manors, Lands and Tenements in the Bill mentioned, unto one* G. T. *and his Heirs, in Truſt for the Defendant* E. C. *and her Heirs, by Deeds of Leaſe and Releaſe, and an Aſſignment of an Extent upon a Statute of* 1000 l. *unto her to ſecure and protect the Premiſſes from Incumbrances. And that ſhe this Defendant* E. *at the time of ſuch Purchaſe and Aſſignment made to her, nor at any time before, had not any notice of the Complainants Annuity of* 50 l. per annum, *or the Statute in the Bill mentioned, for ſecuring thereof. And all the Defendants by Anſwer deny all combination by the Bill charged, and juſtifie detaining the Evidences, and refuſe to diſcover them to the Complainant, and juſtifie the keeping poſſeſſion of the Premiſſes, under the Purchaſe of the ſaid* E. C. 516

10. *The Defendant Anſwers to part, and to the reſidue of the matters in the Bill, he pleads the Statute of Limitations.* 520

11. *The Defendants for Plea to ſo much of the Complainants Bill as ſeeks to draw in queſtion the Defendants Title to a Farm in the Bill mentioned, or to compel them to diſcover the date and contents of their Leaſe thereof, or to de-*

liver to the Complainant an authentick Copy of e ſame, pleads a Leaſe made unto the Defen-nt E. by her Father, who was Grandfather the Complainant. With their Anſwer to the eſidue. 524

12. The Defendant Pleads a Fine and Recove-, with Non-claim, in bar to the Complainants ill. 537

13. The Defendant pleads a Fine from his andfather of part of the Premiſſes, and pur-aſe of other part, and quiet enjoyment by his ather and Brother, and he in the fourth diſ-nt from his Grandfather, and no claim made the Complainant, or his Anceſtors 540

14. The Defendant pleads the Statute againſt auds and Perjuries in bar to the Complainants ill 545

15. The Defendants for Plea alledge cauſe not ſetting forth the Decree and Diſmiſſi-truly, but alledging new and foreign matters, in the Decree, and prayiny proceſs general-to Anſwer, and not to Review. For Demur-ſay, there are no Errors in Law in the dy of the Decree or Diſmiſſion, not any new latter in the Bill of Review, nor any Order bringing the ſame, nor Allegations and Aver-nts therein ſet forth, ſufficient Cauſes for Re-iewing or reverſing a Decree. 547

16. The Defendant pleads, That the Complai-nt took out Letters of Adminiſtration in the rerogative Court of the Province of York, to itle him to Sue the Defendant in this Court, r a Debt due to the Inteſtate, which accrued the Province of Canterbury, where this Defen-dant

dant hath always lived, and therefore Erroneous 549

17. *The Defendant by his Guardian pleads, That the Complainant is and ſtands Outlawed in the Court of* Common-Pleas, *and therefore ought not by the Rules of this Court, receive any Anſwer to his Bill, until the ſame be reverſed.* 551

18. *The Defendant pleads a General Releaſe in bar to the matters contained in the Plaintiffs Bill.* 553

19. *The Complainant exhibiting his Bill for redemption of Lands therein mentioned, and to have an Account of the Profits thereof: The Defendant pleads in bar thereto, ſetting forth the Original Leaſe, his aſſignment thereof to the Complainant, and the Complainants Mortgage thereof to one* A. D. *a Widow, her aſſignment of the ſame (with the Complainants conſent) to* J. C. *(ſubject to Redemption) by the Complainant* J. C. *his aſſignment to* J. P. *upon condition to re-aſſign to* J. C. *upon payment, &c.* J. P. *and the Complainants aſſignment to* T. C. *with condition to re-convey to the Complainant on payment, &c.* T. C. *his aſſignment of the Premiſſes to the Defendant, by the Complainants conſent, (except a certain ſmall Cloſe.) The Defendants Indenture of Defeazance to the Complainant; the Complainants failure of payment, the Defendants entry on the Premiſſes, and afterwards an Indorſement on the Deed of Defeazance, releaſing the Covenants therein, and the Equity of Redemption thereupon, with an other Indenture of aſſignmeut from the Complainant and* T. C. *to the Defendant of the Cloſe excepted. The Defendant alſo by way of An-*

Answer denies all combination, sets forth the value of the Lands in question, and that he claims Title thereunto as a Purchaser for a valuable consideration. 604

20. *The Defendant for Plea unto that part of the Bill which prays an Account and Relief against him, sets forth a General Release of the Complainant; and to the residue of the Bill answers, positively denying that he did get the said Release by any indirect means into his hands, &c.* 633

21. *The Defendant pleads a Verdict at Law to part of the Complainants Bill, and demurs to the other part, for that there is no ground or foundation of Equity for the Complainant to make a Decre; and that if he was surprized at his Tryal at Common Law, he ought to move for Redress in the same Court; and for that* A. *Wife of* J. H. *one of the Lessors is not made a party to the Bill.* 635

22. *The Defendants demur to part of the Complainants Bill, for that there is no ground of Equity in his Bill, and that he hath remedy at Law for the same matters: And answereth the other part.* 613

23. *The Defendants plead in bar to part of the Complainants Bill to compel them to discover their Titles, That the Complainant hath conveyed the Premisses in question to another person, who defended an Action in Ejectment brought for the said Lands by one of the Defendants; and to another part of the said Bill, in which by the Complainants own shewing, he was under Age at the time of entring into the Articles of Agreement; they demur, for that the same are void*

void in Law, and cannot bind the Complainant or his Heirs. 620

24. *The Defendant demurs, for that the Complainant pretending a Title to the Lands in question, for a term of years, doth not ſet forth the Leſſors Title, Seiſin or Eſtate; and that claiming under a pretended Will, doth not ſhew, That the Will was proved before a competent Ordinary; and that ſuing for Meſn Profits, he doth not ſet forth, That the Defendant or any other under him entred on the Premiſſes. And that the Bill being to be relieved upon a pretended Leaſe for Years, made by one* J. F. *deceaſed, againſt a former Leaſe of Mortgage, he doth not ſet forth the certainty or nature of the Mortgage, nor the Sum of Mony ſecured, or the Lands to be redeemed.* 626

25. *The Defendant demurs, for that the Complainant as Adminiſtratrix of* R. C. *with his Will annexed, of the Goods and Chattels un-adminiſtred, by his Executors named in the Bill, ſeeks relief touching a Leaſe for twenty one years, of a Meſſuage and certain Lands, ſuppoſed to be demiſed by Sir* E. F. *to the ſaid* R. *by Indenture dated the* 1ſt *of* June, 17 Car. I. *for the ſaid Term, to commence from the death of one* E. M. *in the Bill named, then Tenant in poſſeſſion of the premiſſes, and to charge the Lands with* 400 l. *and Intereſt, alledged to have been the Conſideration paid for the ſaid Term, or to be anſwered out of the Profits for twenty one years; the ſaid Defendantt ſhewing for cauſes of his Demurrer, That it appears by the Complainants own ſhewing, That* E. M. *dyed in* 1648. *and that the ſaid term of twenty one years expired*

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ired in 1669. and therefore inaſmuch as the
Land was not nor is chargable with or lyable
the Plaintiffs demands, either in Law or Equi-
y, after the expiration of the ſaid Leaſe, nor
the Defendant, for ought appears by the ſaid
Bill, any ways anſwerable or accountable in
Equity, for any profits of the Premiſſes, taken
uring the ſaid term of twenty one years, and
herefore 'tis reaſonable to preſume that the Leaſe
as ſurrendred to the Executors of R. C. it ap-
aring of the Plaintiffs own ſhewing, that the
ame came to the hands of W. F. and A. F.
the Bill named, or one of them, who then
laimed to have an Eſtate and Intereſt in the
remiſſes, and entred and took the profits there-
; and foraſmuch as a demand of this nature,
ſpecially after ſo great a length of time, ought
t to be countenanced in this Court, and for
hat the Bill contains no Equity againſt this
Defendant. 630

26. *The Plaintiffs, Executors of* K. N. *exhi-
iting their Bill for arrears of an Annuity due
the Teſtatrix at her death, and to have the
Defendants Sir* A. N. *and* L. N. *pay it with
amages and coſts, and alledging that Sir* A. N.
gave Bond or Covenants to K. N. *in her life-
ime for* 180 l. *arrears of the Annuity which is
me to the Defendant Sir* A. N.*'s hands, and
tained by him; and that afterwards Sir* A.
*hibited his Bill againſt the Teſtatrix, the ſur-
iving Executor of Sir* J. N. *and* L. N. *to be
lieved againſt the Rent and Arrears, and to
lace the ſame on the Executor and* L. N. *The
Defendant Sir* A. N. *demurs, and for cauſes ſhew-
th, That the Bill contains no Equity to ground*

any

any Decree upon, not only for that the Plaintiffs of their own ſhewing, have the Grant which created the Rent-Charge, and nothing hinder them from ſuing at Law; and for that the Plaintiffs have not made the uſual Oath, That there was ſuch Bond or Covenant, and that they know not what is become of the ſame; but alſo for that it doth not appear by the Bill that the Court made any Decree againſt the Defendant for the ſaid Annuity or Arrears, or that any Decree was made for the benefit of K. N.

643

27. E. N. *one of the Defendants to the Bill laſt above mentioned, demurs to part of the ſame, and for cauſes ſheweth, That if the Decree ſet forth therein be ſuch as the ſaid* K. *could recover any thing upon, againſt this Defendant, the Complainants ought to have ſought their remedy on the ſame by* Scire Facias, *and no other courſe, they claiming in privity as her Executors; but if they could not recover that way, they ought to do it by Law or no other way, the Conſideration for the ſaid Grant being not otherwiſe than for natural love and affection, or ſomething elſe not valuable, which is in no caſe ever aided by this Court; nor ought the Complainants to have any Anſwer or diſcovery to that part of their Bill which ſeeks to know, whether there was any ſuch Grant of the Annuity, and Bond, or Covenant for ſecuring the arrears thereof, or what is become of the ſame, for that they have not made the uſual Oath, That there was ſuch Bond or Covenant, and that they know not what is become of the ſame, therefore, and for that though it appears of the Complainants own ſhewing,*

ng, that J. N. one of the ſaid Sir J.'s Execu-
tors is dead, and that A. N. his Relict is Ex-
ecutrix, but not made a Defendant, who, or one
of whom, may have paid his Arrears of the
Annuity, and by Anſwer might have ſet forth as
much, which would have been a good diſ-
charge to this Defendant. To the other part of
the Bill, this Defendant pleads, That Sir J. N.
having power to charge his whole Eſtate with
4000 l. and to diſpoſe of the Fee of two Tene-
ments called R. and S. worth 120 l. per an-
num, did by Deed Indented, dated the 13th
of October 21 Car. II. ſettle the ſame upon
five Truſtees and the Plaintiff J. R. thereby
declaring the ſaid 4000 l. and the two Tene-
ments ſhould be ſubject to the payment of all
his debts, whereof (if that which the Plaintiff
claims be a juſt Debt) the ſame is Sir J's. and
none elſe, and comes in with that Truſt, the
ſaid Sir A. never having had any Conſideration
for joyning with his father for ſecuring the
ſame. The ſaid Sir J. did alſo by his laſt Will
recite his power touching the ſaid 4000 l. and
appoint the ſame ſhould be paid to his Execu-
tors J. his Grandſon and W. his Son, ſubject
to his Debts, and gave the Fee of the two Te-
nements to the ſaid J. who dying, they diſcend-
ed to A. N. his Brother, who likewiſe dying
they came to J. N. one of the Truſtees. And
the ſaid W. N. is Executor of the ſaid A. and
A. N. Executrix of the ſaid J. N. one of Sir
J. N.'s Executors, and Deviſee of the two Te-
nements: Neither the ſaid J. N. the Heir of A.
and J. the Deviſee, nor the ſaid A. the ſaid J.
the Deviſee's Executrix, nor the ſaid W. qua-

tenus *Deviſee of the two Tenements, by* A. *his Will, being made Defendants, who might have paid the Arrears claimed by the Plaintiffs, or otherwiſe be releaſed or diſcharged of the ſame. And to the reſidue the Defendant anſwering, denies that Sir* A. *ever held any Eſtate of Sir* J. *upon Truſt to pay his Debts to her knowledge; denies all Combination,* &c. *Confeſſeth Sir* A. *is dead, and that ſhe is his Executrix, and Sir* F. N. *his Heir.* 648

28. *The Defendant demurs to the Complainants Bill, becauſe it was dated and filed the* 20th *of* November *then laſt paſt, and directed to* Anthony *Earl of* Shaftsbury, *then Lord Chancellor of* England, *at which time, and ſome days before, Sir* Heneage Finch *was appointed Lord Keeper of the Great Seal of* England, *and thereby the Power and Authority of the ſaid Earl as Lord Chancellor did ceaſe and determine, ſo that the Complainants Bill, as being directed to his ſaid Lordſhip, was ſo filed and exhibited* coram non Judice, *and his Lordſhip had then no power or authority to hold Plea, or take any Judicial Cognizance of any Suit in this Court.* 656

29. *The Defendant Anſwers to part and demurs to other part of the Complainants Bill brought againſt him for Fees, being under* 10 l. *and therefore beneath the Dignigty of this Court to take Cognizance of.* 657

30. *The Defendant demurs to the Complainants Bill, for that no Bill of Review ought to be admitted to alter a Decree for Errors in Law appearing in the Body of the Decree, as it is drawn up and inrolled, or of new matters*

ters arising after the Decree, or of such matter of which the Complainant could have notice at the time of the Decree. And for causes of demurrer shews, That the pretence of the Bill of Review for assigning Errors in the Decree, being for decreeing for the Defendant against the Complainant on his own Bill, and pretending abatement of the Suit before the Decree past, are only formal Exceptions, and as for the pretence of miscasting, if any such be, the same is amendable by motion; and for that the Bill of Review contains in it no Equity. 661

31. The Defendant demurs to the Complainants Replication because it departs from the Bill. 663

32. The Defendant demurs to the special matter of the Complainants Replication, and shews for Cause, that the same is not only a departure from, but is contrary to the Repliants Bill. 665

33. Demurrer for not setting forth a Will, and making Oath of the loss of a Bond. 664

34. The Defendant demurs to the Complainants Bill, and shews for cause, That there is not any error or matter in the Law appearing in the body of the said Decree, or sufficiently shewed or suggested by the Bill, for which the Decree or any thing thereby decreed ought to be reversed, set aside, impeached or altered; Nor is there any new matter set forth sufficient for reviewing or reversing the same; Nor doth it appear by the Bill, that the Plaintiffs have obtained any Order or leave of the Court for bringing a Bill of Review upon new matter, as by the Rules of this Court they ought to have had; And for that the Decree hath not been nor is performed by the Complainants, who

ought by the uſual courſe and rules of this Court, fully to have performed the ſame, before they be admitted to a Bill of Review; and for that the Complainant E. *hath not given any Recognizance to pay Coſts, as by the courſe of the Court he ought.* 666

35. *The Defendants demur, for that the Bill contains ſeveral and diſtinct charges for ſeveral and diſtinct matters, againſt ſeveral and diſtinct Defendants, which have not any relation or reference the one with the other, whereby the ſame is drawn to a great and unneceſſary length of above one hundred and twenty ſheets of Paper, and theſe Defendants although but very little concerned therein, are thereby enforced to take out a Copy thereof, and if they ſhall be enforced to anſwer thereto, they muſt (if the Cauſe diſcends to iſſue) be put to unneceſſary Charge and Expence in taking out the Copies of the Pleadings and Proofs which ſhall happen in the Cauſe, which concern the other Defendants, and whereto theſe Defendants have no relation, nor are any way pretended or ſuppoſed by the Bill to be concerned, which is againſt the conſtant practice of this Court, and (if admitted) would prove to theſe Defendants extraordinary charge and vexation* 668

36. *The Defendants Anſwer to part of the Complainants Bill, and to other part thereof they demur, for that the Bill being in length above ninety ſheets of Paper, is exhibited againſt theſe Defendants and above ſeventy other perſons, many of them concerned only as Tenants, ſome others as Purchaſers for a valuable Conſideration, divers others as Agents, Attornies and Solicitors, who*

who have been imployed in the defence of ſeveral Actions at Common Law, and Suits in this Court, heretofore proſecuted concerning the Lands now in queſtion; Which Bill, for the cauſes aforeſaid, is very inſufficient, and ought not to be anſwered unto, for that it contains ſeveral and diſtinct charges againſt the ſeveral Defendants, which have not relation or coherence the one with the other, by which means it is drawn to a great and unneceſſary length, as againſt theſe Defendants, who are charged only with a Combination amongſt the others, and yet muſt be forced to be put to unneceſſary charge and vexation, if they ſhould be compelled to Anſwer this Bill, which is contrary to the Practice of this Court. And the principal Equity the Complainants pretend is want of Writings, yet have not made Oath of the loſs thereof, nor made to themſelves any good Title, nor doth the Bill contain any Equity whereupon to ground a Decree as againſt theſe Defendants. 670

37. *The Defendant havings entred into a Statute of* 1200 l. *to pay the Complainant* 600 l. *within three Months after the death of his Father, to whom he was Heir, for* 50 l. *in Mony and* 150 l. *in Goods; and having received* 300 l. *and exhibiting his Bill for Relief againſt a Leaſe pretended to be fraudulently obtained, and to have the other* 300 l. *The Defendants demur, and for cauſe of Demurrer ſhew, That it was a corrupt Bargain, and that the Bill contains in it not any manner of Equity.* 674

38. *The Complainant by his Bill ſeeking aid of this Court, for Examination of Witneſſes to prove a Paper pretended to be a Lunaticks Will be-*

before his Lunacy, and to have the direction of this Court; The Defendant demurs, and for Causes sheweth, That the Lunatick may dye or have lucid Intervals to revoke the said pretended Will, and for that it cannot be his Will during his Life, and because the Committee of the Lunatick is not made a Defendant, nor will the Court make Evidence where there is no Evidence at Law. 676

39. *A Demurrer to a Bill brought after the aid of this Court, and liberty granted to proceed at Law to recover the Penalty of a Judgment.* 679

40. *A Demurrer to a Bill brought against above fifty Defendants, charged with several and distinct charges, not having any dependance one upon another, and all for Tythes pretended to be severally due to the Complainant as Rector or Vicar of, &c. for which he supposeth this Defendant, with the others, hath made a promise, That in consideration the Complainant would forbear to prosecute them at Law for the same, they would respectively pay him the several Monies in the Bill mentioned, pretending also that he hath no remedy at Law to compel them to perform the Agreement, being made in private, having no Witnesses to prove it, nor no remedy by the Ecclesiastical Law, nor proof at Common Law, his Witnesses being dead, or living in remote places, and for avoiding multiplicity of Suits, prays the aid of this Court. To which the Defendant demurs, and shews for causes, That if the Complainant hath right to the Tythes or Composition in the Bill, either he hath remedy at Law, and so needs not the aid of this Court, or if he hath*

no

no remedy at Law, then there is no ground or consideration for the Promise or Composition in the Bill, and for that it is improbable that a promise so lately made by so many Parishioners, the Witnesses should be all dead or gone away in so short a time, the Complainant having forborn Suit but from the day of, &c. on which the Promise is supposed to be made, whereby it appears that he endeavours rather to make than avoid multiplicity of Suits. 681

41. *The Complainant by his Bill seeking relief in this Court, for a pretended Portion in right of one* A. *therein named, whom he thereby pretends to be his lawful Wife, and in whose right he demands the same; The Defendants plead, that they are informed, That the said* A. *is sole and unmarried, and not Wife to the Complainant, as in his Bill is pretended, and never was coupled to him in lawful Matrimony; and they are induced to believe the same, for that the said* A. *doth not live and cohabit with the Complainant, nor acknowledge the said pretended Marriage, but that some words were unduly and unjustly extorted from her by force, which she doth not remember, and hopes they were not binding to her, therefore demand Judgment of this Court, whether the Complainant shall be admitted to question the Defendants for the pretended Portion of the said* A. *before he shall first prove himself to be her lawful Husband.* 683

Bankrupts.

1. *AN Affidavit upon a Petition and Commiſſion on the Statutes againſt Bankrupts, to be Sworn before a Maſter in* Chancery. 1

2. *The Bond to be entred into to the Lord Chancellor or Lord Keeper for the time being, upon ſuing out the Commiſſion on the Statutes againſt Bankrupts.* 2

3. *A Bill preferred to the Lord Keeper to pray a Commiſſion on the Statutes againſt Bankrupts.* 3

4. *The Form of their Majeſties Commiſſion upon the Statutes of* 13 El. 1 Jac. *and* 21 Jac. *againſt Bankrupts.* 5

5. *The Form of the Oath to be adminiſtred to Witneſſes, upon their Examination touching the Bankrupts Trade or Profeſſion, his abſconding, and other acts by which he may be diſcovered to be a Bankrupt, alſo concerning his Eſtate Real and Perſonal, Debts, Duties, Frauds, Concealments, and other Matters in obedience to their Majeſties Commiſſion, and purſuant to the ſeveral Statutes made againſt Bankrupts.* 7

6. *The Form of the Oath to be adminiſtred to Witneſſes for proving the Debts due to them by the Bankrupt.* 8

7. *The Form of the Warrant for ſummoning the Witneſſes to appear before the Commiſſioners at a certain time and place, to anſwer ſuch Queſtions and Interrogatories as ſhall be demanded of and ad-*

administred to them concerning the Bankrupts Estate. ibid.

8. *The Form of an Abstract of the said Warrant, to be left in Writing with every such Witness.* 10

9. *The Form of the Warrant signed by the Commissioners to Commit any person to Gaol who shall refuse to be Sworn and Answer to the interrogatories administred to him by the said Commissioners.* ibid.

10. *The Form of the Proclamation to be made in their Majesties Names, for the Bankrupt to render his Body before the Commissioners.* 12

11. *A Bill to supersede a Commission granted against a* Salesman, *upon the Statutes against Bankrupts, for that his Debts (amounting to no more than fifty pounds) are not within the true meaning of any of the said Statutes.* 13

Charitable Uses.

EXceptions to a Decree made on an Inquisition mentioned therein, taken by Commissioners, pursuant to the Statute of 43 Eliz. *concerning Charitable Uses.* 1. *For that the Decree is founded upon a Suggestion, That the Exceptants (with others since dead) did misemploy in general, certain Monies received by them, on account of the Donors Charity, without assigning in particular wherein or for what.* 2. *For that this last Decree is as well contradictory to the Donors Will, as to a Decree made*

made concerning his Charity thereby given, the 20th *of* January, 1640. 3. *For that the Exceptants are falſly charged by the laſt Decree, with having ſeveral Sums of Mony in their Hands, ariſing from the Revenue of the Donors Charity, whenas they have laid out all but nineteen pounds,* &c. *according to the direction of the Decree made in* 1640. 4. *For that the laſt Decree is mentioned to be made at* C. *in* Jan. 1693. *by ſeven perſons, one of whom was not preſent, nor none of the Commiſſioners, that by the body of the Decree is mentioned to make the ſame, or to joyn in the making thereof; and that others of the ſaid Commiſſioners who were preſent at the hearing and debating of the matters on which the ſaid Decree was made, did refuſe to joyn in the making of the ſame.* 25, 28, 30, 31, 32.

The Reſpondents Anſwer to the ſaid Exceptions. To the firſt, That the Exceptants having been heard by themſelves and Council, both by the Commiſſioners and the Jurors touching the Premiſſes, and the Jurors having found the matter as aforeſaid, the Commiſſioners had juſt cauſe to make ſuch Decree, and that the ſame is, for ſo much as is decreed, well made and grounded, without ſetting forth the particulars wherein or whereby the ſaid Miſ-employment was made, otherwiſe than as aforeſaid. And the inquiſition being taken upon ſuch Proceedings as are requiſite in ſuch caſes, viz. *upon Oath of the Jurors, who, after hearing the Evidence on both ſides, did find (upon view of the Exceptants Books, and conſideration had of the* Items *therein,) That the Truſt was apparently*

y broken, and that the Feoffees had miſ-em-
loyed ſeventy pounds contrary to the Donors in-
nt, and that they had let the Eſtate at four
unds per annum leſs than the value, and
d beſides in their Hands nineteen pounds, &c.
ch Inquiſition was, and is a ſufficient ground
warrant for ſuch Decree to charge the Ex-
ptants, who, if they can juſtifie their Employ-
g the Monies by them received, to be disburſ-
according to the Denors Intent, they may
reby make a ſufficient defence, and free and
quit themſelves, but not otherwiſe. 37
As to the ſecond Exception, the Reſpondent
lieves, that before the year 1640. great abuſes
d miſ-employment had been touching the Cha-
y, and a Decree made about that time concern-
g the ſame, but delivered into this Court with-
t Commiſſion, and Exceptions then taken to it,
d filed, but proceeded no farther, nor ſince
rformed, as he believes; but it was ordered
rein, That whenſoever the greater part of
e Feoffees are dead, thoſe who ſurvive ſhall
ake new Feoffments of the Lands to two ſuch
rſons as they ſhall chuſe, who ſhall Enfeoff
ch others as ſhall be named by the Vicar and
haunter, appointed by the Will; But the De-
e is miſ-recited, for it doth not Decree that
e old Feoffees when their number was reduced
five, ſhould make a new Feoffment and not
fore, but that the Commiſſioners for Charita-
e Uſes or this Court, may, upon good reaſon,
ther for breach of Truſt, or negligence of
offees in a Charity, or miſ-employment there-
, order new Feoffees, and a new Feoffment
be made, and the Commiſſioners in the Decree
againſt

againſt the Exceptants, have accordingly done the ſame, upon very good Reaſons, purſuant to the Donors Will, and the Charity intended, &c. 42

In Anſwer to the third Exception, The Reſpondent maintains the Charge againſt the Exceptants, as appearing by the Inquiſition and Decree, that they have miſ-employed ſeventy pounds of the Charity Mony, which they ought to be charged with, as if they had the ſame in their Hands: And as to their pretence, That they have laid out the ſame in manner as all their Predeceſſors have done, it can be no juſtification for them to follow an Example in breach of Truſt and Miſ-employment, which, if admitted, would let in a colour to deſtroy all Charities, *and fruſtrate the intent of all Donors as to the ſame.* 46

As to the fourth Exception, The Reſpondent takes it to be frivolous, it not being material whether all the Commiſſioners did ſign the Decree, or were preſent at the place or time when or where it was ſigned; it being lawful for them to ſign and ſeal the ſame, at any other day after, or other place, if ſatisfied in the truth and juſtice thereof. 49

Demurrers, *ſee* Anſwers, Pleas *and* Demurrers.

Exceptions to Decrees, *ſee* Charitable Uſes.

De-

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Depoſitions.

Depoſitions, their Title. 720

Exceptions to Anſwers.

THE ſcope of the Bill is to ſet aſide a fraudulent Will put up by the Defendant, and to have a particular Account of the ſeveral Eſtates of J. J. *and* R. J. *deceaſed, the Complainant being intituled to the ſame as the neareſt Relation of the whole Blood, and Heir at Law to the ſaid* R. J. 686

To which Bill the Defendant hath put in an evaſive and inſufficient Anſwer, not giving any particular Account of either of the Eſtates of J. J. *and* R. J. *as the Bill requires, but inſiſts upon a pretended Title to the ſame, by virtue of a fraudulent Will, pretended to be made by* R. J. *in her life-time, which the Plaintiff avers and is ready to prove, was ſurreptitiouſly obtained, illegally executed, and unduly proved, with an intent to defraud him of* R. J.*'s Eſtate, for which reaſon the Plaintiff Excepts againſt the ſaid Anſwer as inſufficient in the points following.*

Firſt, For that the Defendant pretends her ſelf a Relation of R. J. *her Miſtreſs, without ſetting forth her Pedigree and nearneſs of Blood, or how otherwiſe related to her.* 687

Se-

Secondly, She doth not set forth whether R. J. *did not make her last Will in writing and the Plaintiff her Executor thereof; and, at the same time, as a Token of her kindness, give him her Husbands Watch. To which she makes no Answer, but believes* R. J. *might give the Plaintiff an old Watch worth* 15 s. *but saith not upon what account, nor whether the same was* R. J.*'s Husbands Watch.* ibid.

Thirdly, The Defendant doth not set forth how she obtained her fraudulent Will to be executed by R. J. *and who were the advisers therein.* 688

Fourthly, The Defendant hath not set forth what Gold, Silver, Plate, Rings, Jewels, Bills, Bonds, Leases, Mortgages, Judgments, Extents, Houshold-Goods, &c. the said R. J. *dyed possessed of, with the true values of the same, and annexed a Schedule to her Answer of the Particulars thereof, as the Bill requires.* ibid.

2. *The scope of the Bill is to have a discovery of the whole Estate* J. S. *dyed possessed of, with the particulars and true values, and wherein they consisted, and to compel the Defendant to pay a Debt of twenty five pounds and Interest due upon Bond to one* J. C. *deceased, to whom the Plaintiff is Administratrix, and to Answer all other the matters in the Bill charged* 689

To which the Defendant Answers, That he believes the Plaintiff is Administratrix to J. C. *but knows it not of his own knowledge, nor that* J. B. *did make application to borrow twenty five pounds of* J. C. *or that there was any application made to* J. C. *by* A. B. *and* J. S.

on the behalf of J. B. *or that* J. C. *did lend to* B. B. *and* S. *twenty five pounds, or that there was any Bond entred into by* B. B. *and* S. *to* C. *for twenty five pounds, or any other Sum; but believes* B. B. *and* S. *are all dead, but knows not that* B. *and* B. *dyed inteſtate. Denies that he is either Executor or Adminiſtrator to* B. *and* B. *or either of them, or that either of their Eſtates came to his Hands; but confeſſeth, that in* Auguſt 1675. J. S. *made his laſt Will in writing, and the Defendant Executor, and ſoon after dyed, which he proved, and poſſeſſed himſelf of the whole perſonal Eſtate of* J. S. *which was not near ſufficient to pay and diſcharge his Funeral Expences and Debts upon Bonds and Judgments, and ſets forth a particular of* S. *his Eſtate, in a Schedule, evaſively, and without the values of certain Leaſes for term of years,* &c. ibid. 690

To which the Plaintiff excepts, Firſt, for that the Defendant confeſſeth a Leaſe from Sir W. J. *to* S. *for twenty one years, at ſeventy two pounds* per annum, *whereof ten years and a half were to come at his death, but ſets not forth where the Eſtate lies, nor the Rent reſerved, nor the Tenants Names that have been in poſſeſſion ſince* S. *his death.* 691

Secondly, for that the Defendant confeſſeth, that there came to his hands a Leaſe from one P. *to* S. *(to whom the Defendant is Executor) but ſaith not whether the ſame was of Houſes or Lands, nor where the ſame lies, nor the Tenants names that are or were in poſſeſſion of the ſame at the time of* S. *his death, nor the term of years were then or ſtill is to come in the ſame, only*

only ſays, that the ſame was a rack Rent, which is altogether evaſive, inſomuch that the Plaintiffs cannot by any means inquire into or find out the the true value of the ſame, &c. ibid.

Thirdly, For that the Defendant confeſſeth, that there came to his hands a Leaſe granted from Sir N. C. *at a Rack Rent, which expired the* Chriſtmas *after* S. *his death, but ſaith not whether the ſame were of Houſes or Land, nor where the ſame lies, nor the Tenants Names in poſſeſſion at the time of* S. *his death, nor what Rent was then in arrears or owing by ſuch Tenants,* &c. 692.

3. *The end of the Bill is to be relieved againſt a pretended Settlement ſet up by the Defendant againſt the Plaintiffs, who are Mortgagees of the Defendants Husband for* 1200 l. *principal Mony, lent upon the Manor of* H. *and divers Meſſuages, Lands,* &c. *in* Ely, & Com. Cantebr.

And the Plaintiffs by their Bill particularly charge, That the Defendant E. (*and* T. *her Daughter*) *give out, that upon her Marriage all the ſaid Manor, Lands,* &c. *conveyed for the Plaintiffs Security, are ſetled upon Truſtees for the uſe of the Defendant, for her Joynture, and after the deceaſe of her and her Husband, to the Heirs Male of their Bodies, and for want of ſuch Iſſue, to the uſe of their Heirs Female, or otherwiſe, for the raiſing of ſeveral conſiderable Sums of Mony, for the Portion and Maintainance of ſuch Iſſue Female.*

And

And T. (*the Defendant* E.'*s Daughter, and her Husbands pretended Daughter*) *who is endeavoured to be ſet up for the only Iſſue Female, ſuch Daughter after the deceaſe of the Defendant and her Husband, will be entituled to the whole Eſtate, or at leaſt two or three thouſand pounds, or ſome other great Sum muſt be raiſed thereout by the Truſtees for the Portion and Maintenance of that pretended Daughter, beyond which the Eſtate will not ſuffice to ſecure the Plaintiffs Mortgage-Monies; When in truth, ſuch Settlements and Incumbrances, if any, were voluntarily made and entred into, and ſuch pretended Daughter ſet up by the Defendant* E. *and connived at by the other Defendant her Husband, to defraud the Plaintiffs of their Monies, and therefore ought to be detected and ſet aſide, and the Plaintiffs being in nature of Purchaſers for a valuable Conſideration, ought in the firſt place, to receive their Mony lent, with Intereſt.*

And by the Bill a diſcovery is prayed, whether the Manor and Premiſſes, or ſome part of them, and what in particular, were not upon the Defendants Marriage ſetled and conveyed unto and upon ſome perſons, and whom by name, in truſt for ſuch like uſes and purpoſes, as before charged, and what in particular, and may ſet forth the dates and contents of ſuch Conveyances or Settlements, with the Parties Names, and Witneſſes, at what time, and for what Conſideration the ſame were made and executed, and whether the Defendants have any Iſſue Male or Female, and where ſuch Iſſue is. 692, 693, 694.

only ſays, that the ſame was a rack Rent, which is altogether evaſive, inſomuch that the Plaintiffs cannot by any means inquire into or find out the the true value of the ſame, &c. ibid.

Thirdly, For that the Defendant confeſſeth, that there came to his hands a Leaſe granted from Sir N. C. *at a Rack Rent, which expired the* Chriſtmas *after* S. *his death, but ſaith not whether the ſame were of Houſes or Land, nor where the ſame lies, nor the Tenants Names in poſſeſſion at the time of* S. *his death, nor what Rent was then in arrears or owing by ſuch Tenants,* &c. 692.

3. *The end of the Bill is to be relieved againſt a pretended Settlement ſet up by the Defendant againſt the Plaintiffs, who are Mortgagees of the Defendants Husband for* 1200 l. *principal Mony, lent upon the Manor of* H. *and divers Meſſuages, Lands,* &c. *in* Ely, & Com. Cantebr.

And the Plaintiffs by their Bill particularly charge, That the Defendant E. (*and* T. *her Daughter*) *give out, that upon her Marriage all the ſaid Manor, Lands,* &c. *conveyed for the Plaintiffs Security, are ſetled upon Truſtees for the uſe of the Defendant, for her Joynture, and after the deceaſe of her and her Husband, to the Heirs Male of their Bodies, and for want of ſuch Iſſue, to the uſe of their Heirs Female, or otherwiſe, for the raiſing of ſeveral conſiderable Sums of Mony, for the Portion and Maintainance of ſuch Iſſue Female.*

And T. (*the Defendant* E.*'s Daughter, and her Husbands pretended Daughter*) *who is endeavoured to be ſet up for the only Iſſue Female, ſuch Daughter after the deceaſe of the Defendant and her Husband, will be entituled to the whole Eſtate, or at leaſt two or three thouſand pounds, or ſome other great Sum muſt be raiſed thereout by the Truſtees for the Portion and Maintenance of that pretended Daughter, beyond which the Eſtate will not ſuffice to ſecure the Plaintiffs Mortgage-Monies; When in truth, ſuch Settlements and Incumbrances, if any, were volantarily made and entred into, and ſuch pretended Daughter ſet up by the Defendant* E. *and connived at by the other Defendant her Husband, to defraud the Plaintiffs of their Monies, and therefore ought to be detected and ſet aſide, and the Plaintiffs being in nature of Purchaſers for a valuable Conſideration, ought in the firſt place, to receive their Mony lent, with Intereſt.*

And by the Bill a diſcovery is prayed, whether the Manor and Premiſſes, or ſome part of them, and what in particular, were not upon the Defendants Marriage ſetled and conveyed unto and upon ſome perſons, and whom by name, in truſt for ſuch like uſes and purpoſes, as before charged, and what in particular, and may ſet forth the dates and contents of ſuch Conveyances or Settlements, with the Parties Names, and Witneſſes, at what time, and for what Conſideration the ſame were made and executed, and whether the Defendants have any Iſſue Male or Female, and where ſuch Iſſue is. 692, 693, 694.

To which the Defendant by her Answer only saith, That before her Marriage with the other Defendant her Husband, all and singular the Lands and Premisses, in the Bill mentioned to be Mortgaged to the Plaintiffs, or a great part thereof, were (in consideration of a Marriage then to be had between the said T. T. *and the Defendant* E. *and which afterwards took effect) setled in Joynture upon her for Life, to take effect in possession after the death of* T. *or the said Defendant, or some other provision is thereby made for the Issue of that Marriage.* 694

Which is no sufficient Answer, for that the Defendant doth not set forth the date of such Marriage Settlement, the Witnesses Names, nor the contents thereof, nor Parties thereto, which (if she had pleaded) she must have done; nor doth she deny or set forth what Portion or Portions, or other Maintainance the Issue Female of such Marriage ought to have, or will insist upon, or what Limitations are made to Trustees in such pretended Settlement, nor the particular Lands setled in Joynture upon the Marriage. But her Answer is altogether evasive, the Plaintiffs not intending to Impeach, but discover the Defendants Title, and her Daughters Interest in the mortgaged Premisses, that they may take what prudent care is possible for the better security of their Monies, so really and bona fide *lent, and therefore do except to the Answer, and pray the effect of their Bill may be answered, that they may have the end of their Suit, and such relief therein, as the nature of their Cause will admit.* 695

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